



Royal Oak

Agenda

Royal Oak Downtown Development Authority Meeting

Wednesday, July 24, 2024, 4:00 p.m.

City Hall Commission Chambers Room 121

203 South Troy Street

Royal Oak, MI 48067

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

	Pages
1. Call to Order	
2. Public Comment	
3. Approval of Minutes	
a. June 26, 2024	2
4. Expense Items	
a. Monthly Expenses June	6
5. Business	
a. Plante & Moran Presentation	7
b. RO Live 2024 - 45 Day Review	47
c. Sign Grant Application - Clear2 Mortgage	53
d. Request for DD\$ - ABE Fashion Show 2024	60
e. Draft Master Plan - Downtown Core/Activity Center	65
6. Reports	
a. Siren Communication and Impact Report July 1, 2023 - June 30, 2024	79
7. Adjournment	

**DOWNTOWN DEVELOPMENT AUTHORITY
CITY COMMISSION CHAMBERS
ROYAL OAK, MICHIGAN
www.romi.gov**

**Wednesday, June 26, 2024
Regular Meeting
4:00 P.M.**

Present

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

Absent

Michael Keith
Arbor Laclave
Salvatore LoGrasso

Staff

Timothy E Thwing, Executive Director
Daniel Solomon, Downtown Manager

* * * * *

1. **Call to Order**
2. **Public Comment**
3. **Approval of Meeting Minutes from May 15th and May 23rd, 2024**
4. **Expense Items**
 - a. **Monthly Expenses May 2024**
5. **Business**
 - a. **Parking Discussion**
 - b. **Resolution to Accept Grant Funds**
6. **Reports**
 - a. **Siren Communication and Impact Report May 2024**

* * * * *

1. CALL TO ORDER

Chairperson Sophiea called the meeting to order at 4:05 p.m.

* * * * *

2. PUBLIC COMMENT

Chairperson Sophiea opened Public Comment.
After all public comment was received, public comment was closed.

* * * * *

3. APPROVAL OF MEETING MINUTES FROM MAY 15th and May 23rd, 2024

MOVED by Director Yezbick
SECONDED by Director Vanneste

To Approve the minutes of the May 15 and May 23, 2024, meetings, as present.

MOTION APPROVED UNANIMOUSLY.

* * * * *

4. EXPENSE ITEMS

a. Monthly Expenses May 2024

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

* * * * *

5. PARKING DISCUSSION

MOVED by Director Dunstan
SECONDED by Director DuBuc

Be It Resolved; the Royal Oak Downtown Development Authority hereby recommends that the City Commission reestablish the five dollar (\$5.00) flat fee after 5:00 pm in all city owned parking structures, and further that the monthly permit fee be increased from fifty dollars (\$50.00) to sixty dollars (\$60.00).

MOTION APPROVED UNANIMOUSLY.

* * * * *

MOVED by Director Dunstan
SECONDED by Director Yezbick

Be It Resolved; the Royal Oak Downtown Development Authority hereby informs the City Commission that the DDA is interested in exploring the demolish of the old portion Center Street parking structure and installation of a surface parking lot.

MOTION APPROVED 7 yeas – 1 abstained (Director Wollenweber).

* * * * *

Director Dunstan also referred to the January 12, 2023, Downtown Parking Assessment and a recommendation contained in the study that indicated, “provide two handicap accessible spaces in front of post office convenient to handicap access ramp on W 2nd Street. Provide appropriate curb cuts for wheelchair access.” Staff will review and provide update.

* * * * *

MOVED by Director Dunstan
SECONDED by Director London

Be It Resolved; the Royal Oak Downtown Development Authority hereby informs the City Commission that the DDA is interested in entering into an agreement with the city allowing the DDA to manage the use commercial space located in Center Street parking structure.

MOTION APPROVED 7 yeas – 1 nay (Director Wollenweber).

* * * * *

6. RESOLUTION TO ACCEPT GRANT FUNDS

MOVED by Director von Staden
SECONDED by Director Dubuc

Be It Resolved; the Royal Oak Downtown Development Authority hereby authorizes staff to apply for the Oakland County Placemaking and Public Spaces Program Grant for the purpose of supporting the downtown plaza project currently being designed for the closed portions of West Fifth Street between S. Lafayette Avenue and the CN Railroad.

MOTION APPROVED UNANIMOUSLY.

* * * * *

7. REPORTS

- a. **Siren Communications and Impact Report May 2024**
Provided for information no action necessary.

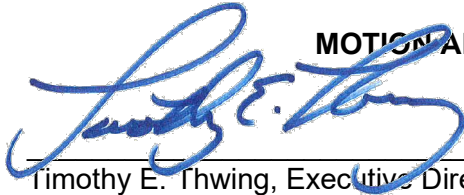
* * * * *

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

MOVED by Director Yezbick
SECONDED by Director Wollenweber

To Adjourn the June 26, 2024, DDA regular meeting at 4:48 p.m.

MOTION APPROVED UNANIMOUSLY.



Timothy E. Thwing, Executive Director

DRAFT



Royal Oak
DOWNTOWN
DEVELOPMENT AUTHORITY

Meeting Date: 7/24/2024

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

MEMORANDUM

DATE: July 17, 2024

TO: MEMBERS OF THE DOWNTOWN DEVELOPMENT AUTHORITY

SUBJECT: **EXPENSE ITEMS - MONTHLY**

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

<u>Vendor</u>	<u>Payment Detail</u>	<u>Amount</u>
Hafeli Staran & Christ	Legal Services	\$185.00
Worry Free Inc	CBD Maintenance May 27-June 2	\$13,420.00
Rose Pest Solutions	CBD Pest Control	\$186.00
Worry Free Inc	CBD Maintenance June 3-9	\$13,200.00
RO Restaurant Association	Restaurant Week Sponsorship	\$10,000.00
Arts Beats & Eats	Sponsorship Payment #2	\$50,000.00
Worry Free Inc	CBD Maintenance June 10-16	\$13,200.00
Placer Labs Inc	Annual Placer.ai	\$26,250.00
iHeart Media	Radio Ads May	\$4,615.40
Rocket Printing	Wayfinding & Event Posters	\$1,751.88
effectv	Ads April and May	\$18,060.75
Worry Free Inc	June 17-23	\$13,200.00
West Georgia Cornhole	All weather color bags – 15	\$345.00
Siren	PR Services June	\$8,450.00



Royal Oak
DOWNTOWN
DEVELOPMENT AUTHORITY

Meeting Date: 07/24/2024

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

MEMORANDUM

DATE: JULY 16, 2024

TO: MEMBERS OF THE DOWNTOWN DEVELOPMENT AUTHORITY

SUBJECT: **PLANTE & MORAN PRESENTATION**

The board may recall that at its May 23rd, 2024, special meeting, Plante & Moran, PLLC was hired to provide "professional services". A copy of the materials provided at the special meeting are attached, including the Letter of Engagement.

Brian Camiller is scheduled to attend the DDA's July 24, 2024, meeting and present their findings.

Based upon a recent meeting between the Plante & Moran team, the interim city manager and the undersigned, the DDA's liability under the DDA Financing Contract (Series 2018 Revenue Bonds) is expected to exceed the \$1,500,000 requested by the city for the years prior to June 30, 2023. It is also anticipated that the DDA will need to budget approximately \$705,000 each fiscal year until parking system revenues increase. This figure represents one-half of the Series 2018 Revenue Bond debt service on approximately \$1.4 million annually. It is also my understanding that the \$55,000 monthly payment for an additional grace period and maximum stay at on-street metered spaces is already included in the deficit figures.

The DDA's Development Fund, fund balance on June 30, 2023, was \$2,947,379. The audit for FYE 6-30-24 has not been completed. However, I would anticipate the fund balance growing as several projects budgeted in FY 23-24 were underbudget or not completed.

Respectfully Submitted,

Timothy E. Thwing
Executive Director

City of Royal Oak Parking Analysis

As requested by Royal Oak Downtown Development Authority

July 2024

DRAFT – For deliberative purposes only.
Privileged & Confidential

Project Objectives

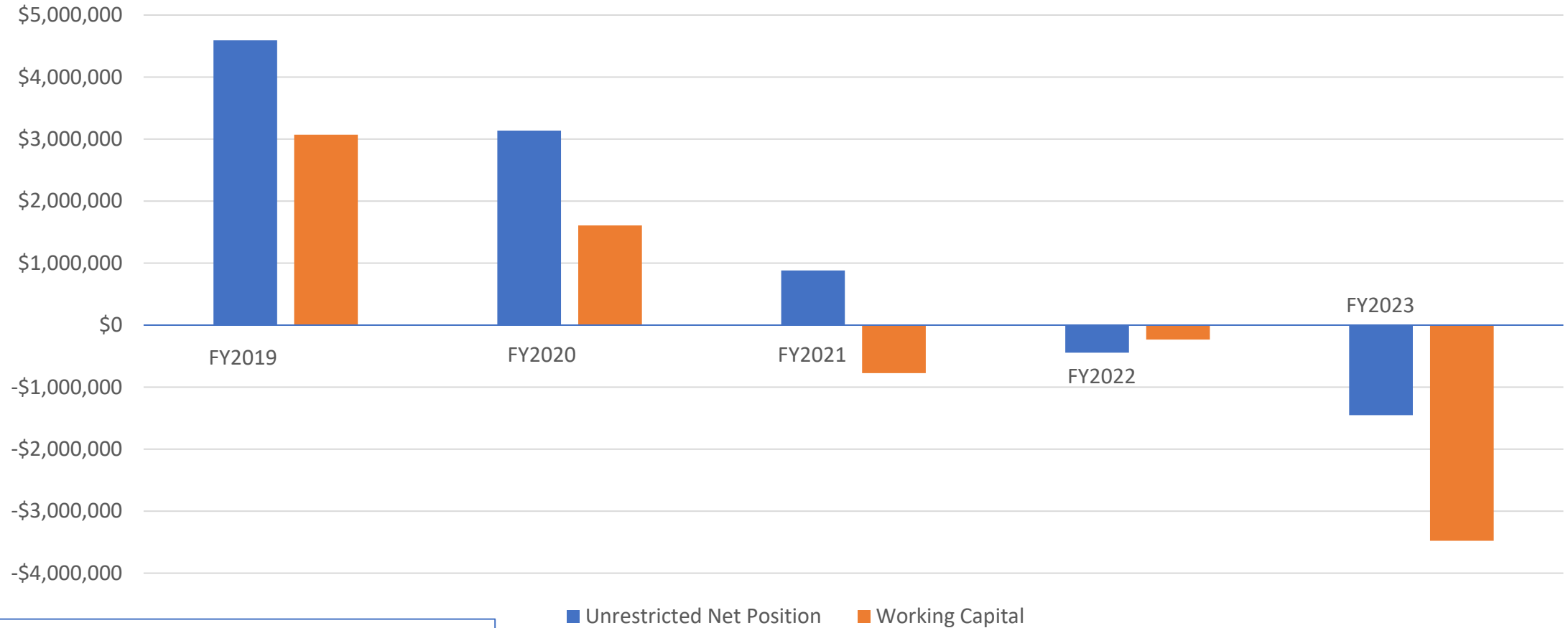
1. Analyze 2018 agreement between City of Royal Oak (CRO) and City of Royal Oak Downtown Development Authority (DDA)
2. Analyze financial results of the CRO Automobile Parking System fund
3. Provide observations and conclusions to the DDA

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Auto Parking System Balance Sheet

Conclusion:

- Balance sheet has been in decline going back to at least 2019.
- As of today, the fund has a deficit.

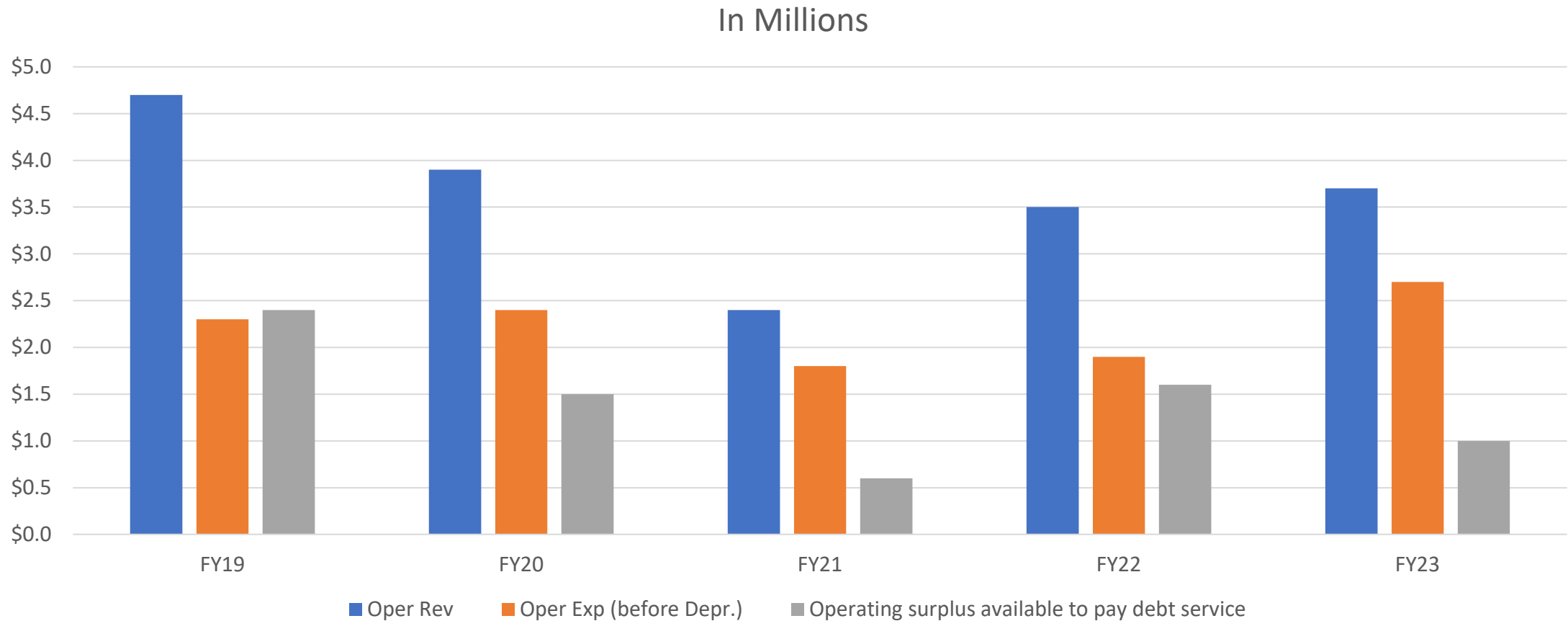


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City of Royal Oak Automobile Parking System Fund

Conclusion:

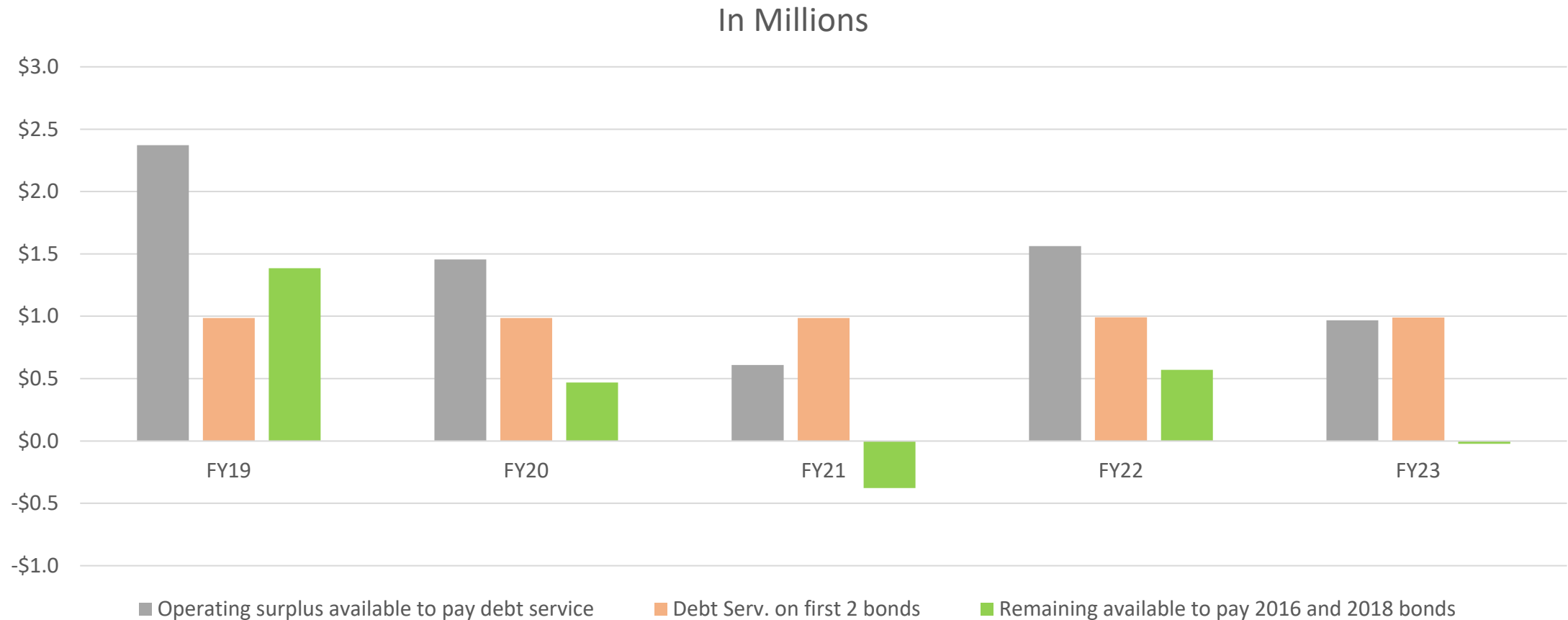
- Operating revenue has not fully rebounded from pandemic.
- Operating surplus available to pay debt service (4 bonds) has been less than \$2M in recent years.



City of Royal Oak Automobile Parking System Fund

Conclusion:

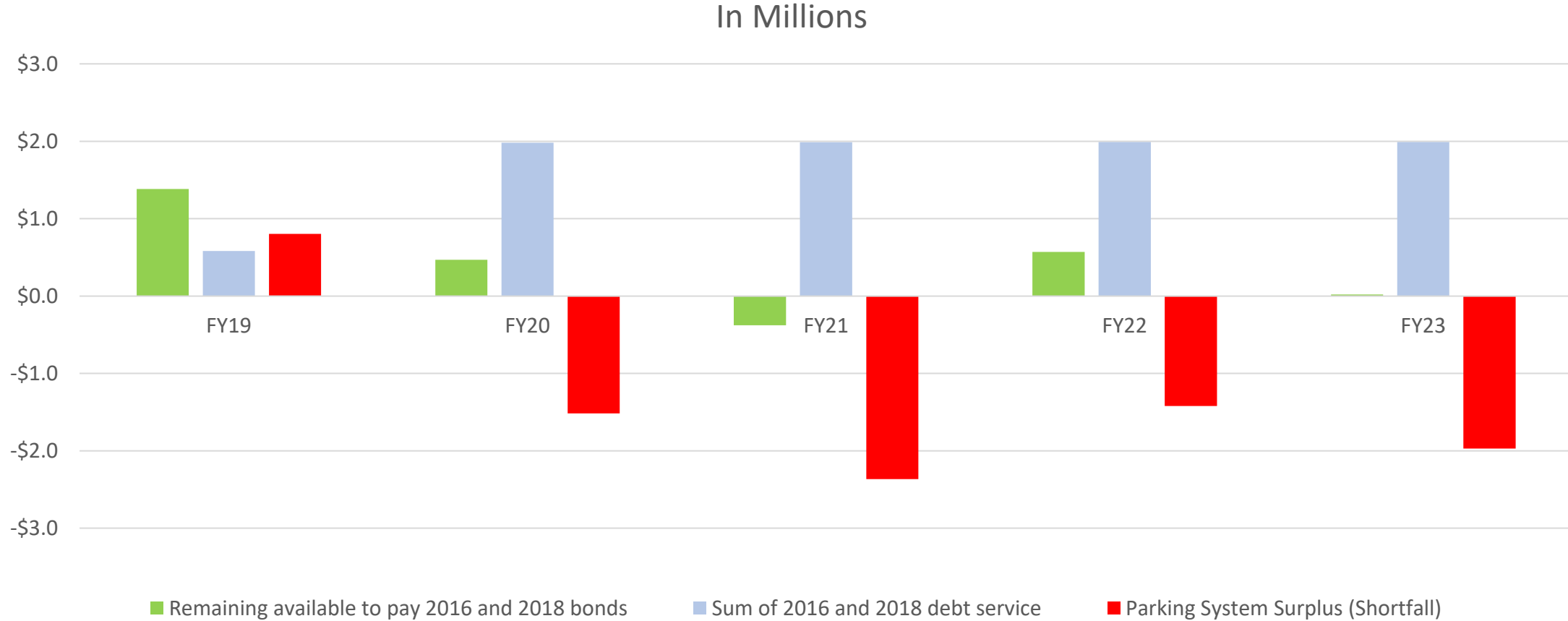
- After paying the debt service on the first 2 bonds, there is nothing or next to nothing left for the 2016 and 2018 bonds.



City of Royal Oak Automobile Parking System Fund

Conclusion:

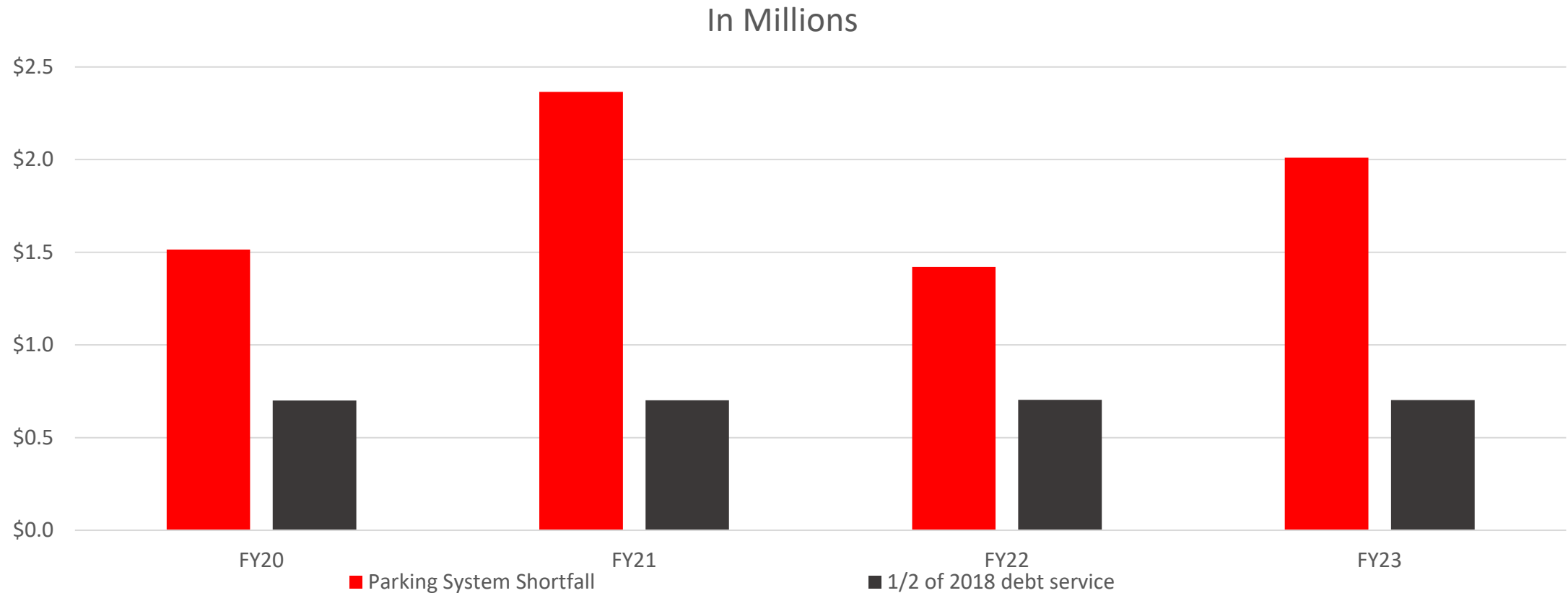
- Since 2018 bond debt service started, the System's deficit has ranged between \$1.4M and \$2.6M



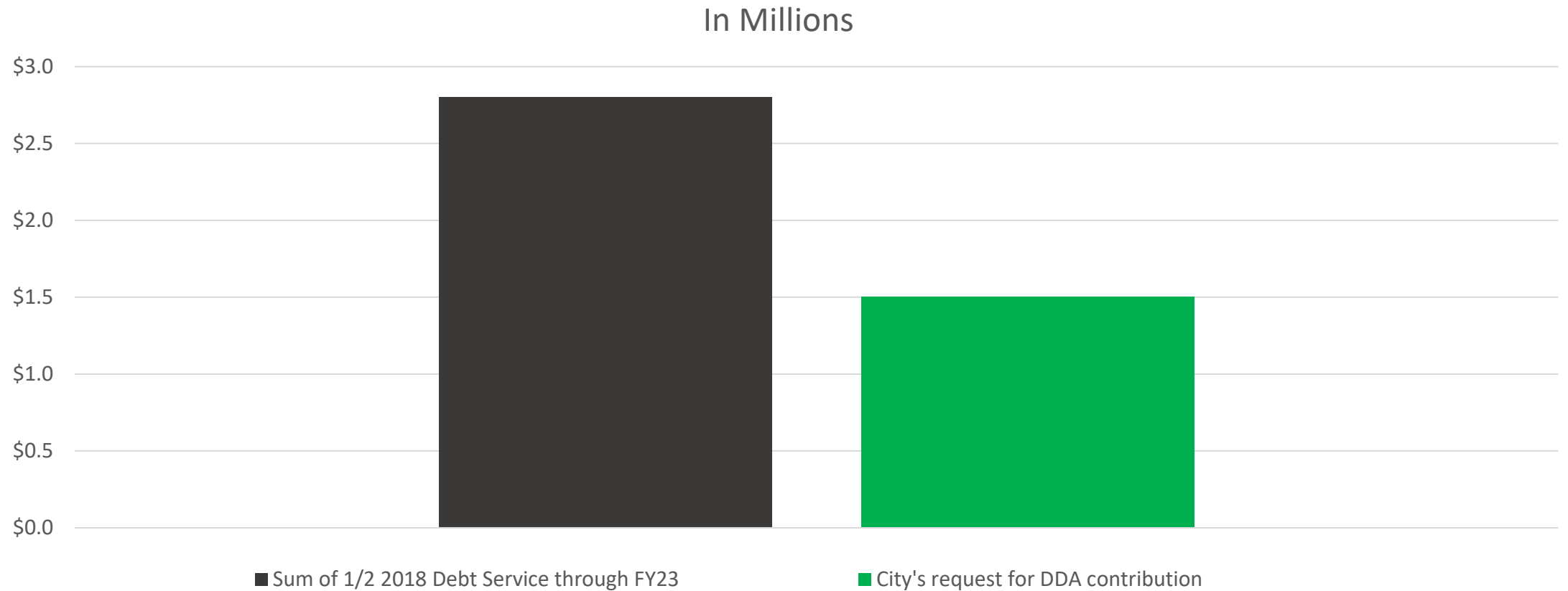
City of Royal Oak Automobile Parking System Fund

Conclusion:

- $\frac{1}{2}$ of 2018 debt service is less than the deficit every year since FY20
- 4 years of $\frac{1}{2}$ debt service = \$2.8M through FY23



City of Royal Oak Automobile Parking System Fund



Observations, Questions, & Conclusions

1. Parking System is not capable of sustaining itself without additional support from the DDA and/or the General Fund.
2. Parking enforcement is paid for by the Parking System, but the revenue generated from tickets goes to pay MPS and General Fund.
 - Makes sense that ticket revenue goes to GF to offset the cost of supporting the court, but it would be more fair for GF to pay for parking enforcement (match revenue with expense)
 - This could potentially lower DDA's obligation to support Parking System
3. Is the \$55k per month paid to MPS more or less than MPS' share of the revenue lost by expanding free parking from 5 to 15 minutes?

Observations, Questions, & Conclusions (continued)

4. Is the goodwill from 15 minutes of free parking worth the lost revenue and additional DDA contribution?
5. If \$55k per month to MPS isn't really fair, can it be renegotiated?
6. Can the parking rates be increased?
7. Would an increase to the parking rates be detrimental to Downtown?
8. Going forward, should the DDA just plan to contribute ½ of the 2018 debt service?



Royal Oak
DOWNTOWN
DEVELOPMENT AUTHORITY

Meeting Date: 05/23/2024

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

MEMORANDUM

DATE: May 20, 2024

TO: MEMBERS OF THE DOWNTOWN DEVELOPMENT AUTHORITY

SUBJECT: **LETTER OF ENGAGEMENT/PROFESSIONAL SERVICES AGREEMENT –
PLANTE & MORAN PLLC**

Board members may recall that the city has requested financial assistance from the DDA regarding a deficit in the parking system. For background purposes a copy of the request and related materials are attached, see Exhibit 1.

The DDA referred the request to legal counsel and created a committee to analysis the materials and provide a recommendation. At this time legal counsel and the committee recommend hiring Plante & Moran, PLLC (Brian Camiller) under a professional services agreement. Attached is a copy of the “engagement letter”, with the scope of services, and hourly rates outlined, see Exhibit 2.

If the board wants to cap the initial expense at a not to exceed amount, that figure should be added to the resolution below.

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

Be it resolved, the Downtown Development Authority, hereby approves the Professional Services Agreement with Plante & Moran and authorizes the Executive Director to execute said agreement.

Respectfully Submitted,

Timothy E. Thwing
Executive Director



Royal Oak
DOWNTOWN
DEVELOPMENT AUTHORITY

Meeting Date: 01/17/2024

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

MEMORANDUM

DATE: January 11, 2024

TO: MEMBERS OF THE DOWNTOWN DEVELOPMENT AUTHORITY

SUBJECT: **REQUEST FOR DEBT SERVICE CONTRIBUTION**

Board members may be aware that the city commission approved a “deficit elimination plan” for the automobile parking system fund at its January 8th, 2024, meeting. A copy of that communication and plan is attached, see attachment A.

Also, attached is a January 4th, 2024, memorandum from the city’s Director of Finance, Debra Peck Lichtenberg, requesting a financial contribution from the DDA of \$1,500,000 during fiscal year 2023-2024. See attachment B.

Attachment C is a copy of the 2018 Financing Contract (Series 2018 Revenue Bonds) between the city and DDA as referenced in finance director’s memorandum.

This financing contract was negotiated as part of the civic project and construction of the 11 Mile parking structure. The DDA hired outside legal counsel to participate in the preparation and review of this contract and a separate Financing Contract (Series 2018 LTGO Bonds) which relates to the debt service being paid by the DDA for Centennial Commons. I have not attached the LTGO Bond contract as it is not relevant to the current request.

Bowden V. Brown with Dykema Gossett PLLC was that outside counsel. It appears he is no longer with that firm. As of this memorandum I have not been able to locate or confirm that he is still practicing.

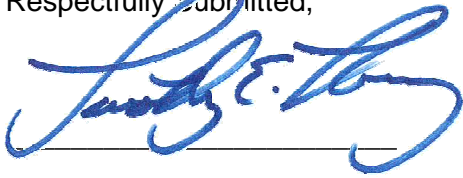
The board may recall that it has hired Hafeli Staran & Christ, PC for legal services. I have a call into Daniel Christ regarding this request from the city.

Given the size of the request, the legal and financial documents involved as well as the potential need for an additional agreement to be drafted I would recommend that the board refer this issue to legal counsel for advice and if necessary, hiring additional experts. The board may also want to form a committee to meet with legal counsel and to provide a recommendation to the full board.

Should the board concur with this approach the following resolution is offered for its consideration:

Be it resolved, the Downtown Development Authority, hereby refers the request for debt service contribution to its legal counsel and creates a committee including directors _____, _____, _____ and _____ to meet with legal counsel and to provide a recommendation to the full board.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Timothy E. Thwing", is written over a horizontal line.

Timothy E. Thwing
Executive Director



Finance Department
 203 South Troy Street
 Royal Oak, MI 48067
www.romi.gov

Approval of Deficit Elimination Plan For the Automobile Parking System Fund

December 20, 2023

The Honorable Mayor Fournier and
 Members of the City Commission:

As noted in the memo presented to the city commission in the December 12, 2023, meeting packet regarding the acceptance of the fiscal year ending June 30, 2023 financial audit and annual comprehensive financial report (ACFR), certain enterprise fund reported deficit unrestricted net positions. As of June 30, 2023, the water/sewer, automobile parking system, recreation administration, and ice arena funds reported deficit unrestricted net positions.

For three of these funds, including the water/sewer, recreation administration, and ice arena funds, the deficit positions continue due to the liabilities for the pension and other postemployment benefits (OPEB) bonds issued in 2017. However, these same funds have positive working capital at year-end. The state of Michigan Treasury Department ("Treasury") defines positive working capital as current assets that exceed current liabilities (excluding the current portion of long-term debt) and considers this an exception to the deficit elimination plan requirements. Therefore, we are not required to file deficit elimination plans for these three funds.

However, upon further review, the automobile parking system fund is in both a deficit net position and has negative working capital as of June 30, 2023. Therefore, a deficit elimination plan must be submitted to the Michigan Department of Treasury (Attachment 1).

The need for corrective action within the automobile parking system fund was previously discussed during the 2023-24 budget work sessions and in a presentation to the downtown development authority (DDA) board on March 15, 2023. Provided is a letter to Treasury which outlines at a high level some of the events that have placed financial strain on the automobile parking system fund and provides recommended actions being presented to city commission for concurrence and approval to correct this deficit situation (Attachment 2).

These recommended actions include:

1. Transfer of \$2.5 million from the American Rescue Plan Act (ARPA) enabled capital project fund to the automobile parking system fund, to reimburse the fund for COVID-19 related shortfalls. This will come from the unallocated balance of ARPA funds which was approximately \$4.6 million as of September 30, 2023.
2. Transfer of \$500,000 from the general fund to the automobile parking system fund, to share a portion of the net increase in parking ticket revenue from the fiscal year ended June 30, 2023, related to the equipment costs of the new parking meter system. It is expected that this will become an annual transfer included in the budget, including the current 2023-24 fiscal year, therefore, an additional \$500,000 is reflected in the licenses, charges and fines line item of the plan.

3. Transfer of \$1 million from the DDA fund to the automobile parking system fund, to reimburse the fund for parking incentives offered to support local businesses, subject to approval by the DDA board. It is further recommended that the city and the DDA enter into an agreement for future fiscal years whereby the incentives requested by the DDA to support local businesses are reimbursed to the automobile parking system fund. While this amount is yet to be established by a binding agreement, an estimated annual reimbursement of \$500,000 is considered reasonable and is included in the licenses, charges and fines line item of the plan.
4. In 2023, a parking use study was commissioned by the city to establish a basis for future changes to the parking fee structure used for both parking decks and metered surface parking. This study will be used during the budgeting process for the fiscal year 2024-2025 to ensure the continued financial viability of the automobile parking system fund.
5. A request for proposals related to the management of the off-street parking decks has been issued to ensure that this service provides the best value at the lowest cost. Other major expenses will also be examined for additional potential cost savings.

It should be noted that these recommendations are made not only to eliminate the current deficit in the fund, but also to replenish the fund resources needed to meet the principal obligations that are due in October each fiscal year.

If the city commission agrees with this plan, the following resolution is recommended for approval:

Whereas, the city of Royal Oak Automobile Parking System Fund has a \$660,306 deficit fund balance on June 30, 2023; and

Whereas, 1971 PA 140 requires that a deficit elimination plan be formulated by the local unit of government and filed with the Michigan Department of Treasury.

Now, therefore be it resolved, the Royal Oak City Commission adopts the following as the city of Royal Oak Automobile Parking System Fund Deficit Elimination Plan:

	Adopted Budget for Fiscal Year 2023-24	Deficit Elimination Plan Adjustment	Adjusted Plan for Fiscal Year 2023-24
Unrestricted Net Position (Deficit), as of June 30, 2023	(\$1,451,613)	\$ 0	(\$1,451,613)
Revenue:			
Licenses, Charges & Fines	3,483,590	1,000,000	4,483,590
Interest and Contributions	37,680	0	37,680
Transfers In	586,600	4,000,000	4,586,600
Total Revenue	4,107,870	5,000,000	9,107,870

Expenditures:			
Salaries and other Personnel Costs	730,396	0	730,396
Operating Costs	2,179,310	0	2,179,310
Supplies	89,200	0	89,200
Capital Outlay	600,000	0	600,000
Debt Service	918,700	0	918,700
Depreciation	1,240,000	0	1,240,000
Total Expenditures	5,757,606	0	5,757,606
Add Back Depreciation (Net Investment in Capital Assets Net Position)	1,240,000	0	1,240,000
Unrestricted Net Position (Deficit), projected to June 30, 2024	(\$1,861,349)	\$5,000,000	\$3,138,651
	Adopted Budget for Fiscal Year 2023-24	Deficit Elimination Plan Adjustment	Adjusted Plan for Fiscal Year 2023-24
Current Assets – Current Liabilities (Deficit), as of June 30, 2023	(\$660,306)	\$0	(\$660,306)
Revenue	4,107,870	5,000,000	9,107,870
Expenditures	(5,757,606)	0	(5,757,606)
Less: Principal Payments in fiscal year 2023/24 on Outstanding Debt	(2,711,600)	0	(2,711,600)
Add back: Depreciation	1,240,000	0	1,240,000
Current Assets – Current Liabilities (Deficit), projected to June 30, 2024	(\$3,781,642)	\$5,000,000	\$1,218,358
<p><u>Explanation:</u></p> <p>In 2023-24: Additional transfers in of \$2.5 million from the ARPA Enabled Capital Projects Fund, \$500,000 from the General Fund, and \$1 million from the Downtown Development Authority to reimburse the Automobile Parking System Fund for revenue loss due to COVID-19 impacts, a portion of proceeds related to ticket revenue, and incentives offered to support local businesses. These transfers relate to Automobile Parking System Fund operations prior to June 30, 2023.</p> <p>Additionally, for the fiscal year 2023-24, additional revenue will be allocated to reflect the expectations for the current year operations, including \$500,000 for parking ticket revenue collected by the General Fund and \$500,000 for local business support incentives offered by the DDA.</p> <p>For 2024-25 and beyond: In addition to the additional annual revenue transfers for a portion of parking ticket revenue and parking incentive reimbursements, adjustments will be made to parking fees, as well as securing cost reductions through competitive bids for management services and other operating costs.</p>			

Be it further resolved, by adopting this deficit elimination plan, the city commission also approves a budget amendment to reflect a transfer out from the ARPA enabled capital projects fund in the amount of \$2.5 million, a transfer out from the general fund in the amount of \$500,000, a transfer out from the downtown development authority fund in the amount of \$1 million (subject to the approval of the DDA board) and a transfer in to the automobile parking system fund of a combined \$4 million;

The budget shall also be amended to reflect an additional expected transfer of \$500,000 from the general fund related to a portion of the parking ticket revenue and an additional expected transfer of \$500,000 from the downtown development authority to continue parking incentives in the downtown business district;

Be it finally resolved, the Royal Oak Director of Finance shall submit this deficit elimination plan to the Michigan Department of Treasury for certification.

Respectfully submitted,
Debra Peck Lichtenberg, CPA
Director of Finance

Approved,

A handwritten signature in black ink, appearing to read 'Todd Fenton', with a stylized, cursive script.

Todd Fenton
Interim City Manager

2 Attachments



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RACHAEL EUBANKS
STATE TREASURER

December 08, 2023

**Notice of Intent To
Withhold State Payments**

Municipality Code: 632190
APR Form ID Number: 150551
Report ID Number: 150595

Sent Via Email

Chief Administrative Officer
City of Royal Oak
TonyD@romi.gov

Dear Chief Administrative Officer:

The Glenn Steil State Revenue Sharing Act of 1971, Public Act 140 of 1971, Section 21(2) states that units of local government (local units) that end their fiscal year in a deficit condition shall formulate a deficit elimination plan. Any assessment of a local unit's deficit condition should be made using the guidelines provided in [Treasury Website \(Numbered Letter 2016-1\)](#). An additional resource is our [online video library](#) which explains what a deficit elimination plan is, why it is important, and how to file.

The Local Audit and Finance Division received an audit report from your local unit for the fiscal year ending 2023. Your Certified Public Accountant has indicated a deficit in one or more funds as follows:

<u>FUND NAME</u>	<u>AMOUNT</u>
Water and Sewer	No Plan Necessary
Automobile Parking System	-\$660,306.00
Recreation Administration	No Plan Necessary
Ice Arena	No Plan Necessary

If a deficit exists in the General Fund, the General Fund plan should include a monthly breakdown of revenues and expenditures for the first two years of the projection and annual detail for the remaining years. For example, a five-year plan would show monthly detail for 24 months, and annual detail for the remaining three years. When a revised plan is submitted in the subsequent year, it would include a monthly breakdown for two years and an annual breakdown for the remaining two years. The monthly breakdown shall be for actual revenue and expenditures expected that month. For example, property taxes should be included in the months the taxes are projected to be actually collected. It shall not be merely the annual revenue and expenditures divided by 12

months. This will allow for a more meaningful picture of how the municipality is progressing on a monthly basis. In addition, for General Fund deficits the Department of Treasury highly recommends the municipality use its [Multi-Year Budget Projection Tool](#).

Except where indicated “No Plan Necessary,” within 30 days from the date of this letter please upload a deficit elimination plan for all funds listed above and a certified resolution online by visiting Michigan.gov/MunicipalFinance and select Deficit Elimination Plan Upload. Should a plan not be filed within 30 days, we may withhold 25% of the local unit’s State Incentive Payments or payments issued under Public Act 140 of 1971, the Glenn Steil State Revenue Sharing Act of 1971. Once withheld, payments are not released when a plan has been *filed*, but when a plan has been *evaluated and certified* by Treasury.

After receiving your plan, we will notify you by email if additional information is needed or that your plan has been certified. If you would like to speak with a member of our team, please email our office at Treas_MunicipalFinance@Michigan.gov.

Sincerely,

A handwritten signature in black ink that reads "Harlan Goodrich". The signature is written in a cursive, flowing style.

Harlan Goodrich, Municipal Finance Manager
Local Audit and Finance Division



Finance Department
203 S Troy Street
Royal Oak, MI 48067
248.246.3030

January 9, 2024

Harlan Goodrich
Municipal Finance Manager
Local Audit and Finance Division
Department of Treasury
P.O. Box 30728
Lansing, MI 48909-8228

RE: DEFICIT ELIMINATION PLAN – AUTOMOBILE PARKING SYSTEM FUND

Fiscal Year: 2023

Municipality Code: 632190 (City of Royal Oak)

Report ID Number: 150595

Dear Mr. Goodrich,

Please accept this letter, along with the attached certified resolution of action by the Royal Oak City Commission, as the official response to your letter dated December 8, 2023, addressed to the City of Royal Oak requesting a deficit elimination plan for the Automobile Parking System Fund deficit noted in the audit report for the fiscal year ended June 30, 2023. Specifically, the amount of the fund deficit for the Automobile Parking System Fund was reported as -\$660,306.00, as of June 30, 2023.

Background

The City of Royal Oak operates an automobile parking system consisting of both off-street parking decks and on-street and surface lot metered parking spaces. This parking system operates primarily in the downtown area of the City, which is also serviced by the City of Royal Oak Downtown Development Authority (DDA). The DDA is a tax incremental financing authority (TIFA) district.

In 2016 and 2018, revenue bonds were issued to construct two new parking decks in the downtown area. A formal agreement exists between the City and the DDA which obligates the DDA to share financial responsibility with the Automobile Parking System Fund in paying the debt service on these bonds. The City has fully met all debt service obligations related to these bonds and has the full financial backing of the DDA to continue to do so throughout the remaining 9-year and 11-year repayment periods.

In 2020, the City contracted with Municipal Parking Systems (MPS), an outside vendor, to install, operate, and maintain the on-street and surface lot metered parking system. Through the extended period of installation of the new equipment and an implementation period that far exceeded the original expectations, the collection of revenue from this source was significantly below historical benchmarks.

Impact of the COVID-19 Pandemic

During the COVID-19 pandemic, state-wide shutdowns of business operations and on-going health concerns severely impacted the flow of visitors to the downtown business districts. With fewer visitors, resulting in fewer parking sessions, revenue from parking fees was negatively impacted.

In order to support local business and attract visitors back into the downtown area, temporary changes were made to the parking fee structure. This has included providing the first two hours of deck parking at no cost

and extending the grace period at on-street meters. These incentives were provided by the DDA, which has pledged to reimburse the Automobile Parking System for the revenue shortfall.

During the intervening timeframe, the Automobile Parking System has relied on the accumulated net assets in the fund to support operations.

Deficit Elimination Plan

In order to eliminate the deficit that exists in the Automobile Parking System as of June 30, 2023, the following actions were approved by the City Commission at their regular meeting on January 8, 2024:

1. Transfer of \$2.5 million from the ARPA Enabled Capital Project Fund to the Automobile Parking System Fund, to reimburse the fund for COVID-19 related shortfalls.
2. Transfer of \$500,000 from the General Fund to the Automobile Parking System Fund, to share a portion of the net increase in parking ticket revenue from the fiscal year ended June 30, 2023, related to the equipment costs of the new parking meter system. It is expected that this will become an annual transfer included in the budget, including the current 2023-24 fiscal year, therefore, an additional \$500,000 is reflected in the Licenses, Charges & Fines line item of the plan.
3. Transfer of \$1 million from the Downtown Development Authority Fund to the Automobile Parking System Fund, to reimburse the fund for parking incentives offered to support local businesses. It is further recommended that the City and the DDA enter into an agreement for future fiscal years whereby the incentives requested by the DDA to support local businesses are reimbursed to the Automobile Parking System Fund. While this amount is yet to be established by a binding agreement, an estimated annual reimbursement of \$500,000 is considered reasonable and is included in the Licenses, Charges & Fines line item of the plan.
4. In 2023, a parking use study was commissioned by the City to establish a basis for future changes to the parking fee structure used for both parking decks and metered surface parking. This study will be used during the budgeting process for the fiscal year 2024-2025 to ensure the continued financial viability of the Automobile Parking System Fund.
5. A request for proposals related to the management of the off-street parking decks has been issued to ensure that this service provides the best value at the lowest cost.

As shown in the attached certified resolution of action taken by the Royal Oak City Commission, we are confident these steps will correct the deficit in this fund and will position the City to take additional steps through the budgeting and procurement processes to adjust parking fees, develop a formal incentive reimbursement agreement with the DDA, and explore cost savings on major expenditures including management services.

We respectfully submit this deficit elimination plan for your evaluation and approval. If you require any additional information, please contact me directly. Thank you for your consideration.

Best regards,

Debra A. Lichtenberg
Director of Finance
debral@romi.gov
248-246-3031



Finance Department
 203 S Troy Street
 Royal Oak, MI 48067
 248.246.3030

MEMORANDUM

DATE: JANUARY 4, 2024

TO: TIMOTHY E. THWING
 EXECUTIVE DIRECTOR
 DOWNTOWN DEVELOPMENT AUTHORITY

SUBJECT: **REQUEST FOR DEBT SERVICE CONTRIBUTION UNDER THE DDA
 FINANCING CONTRACT (SERIES 2018 REVENUE BONDS)**

In 2018, the City of Royal Oak Automobile Parking System (System) issued revenue bonds to finance the construction of a new parking deck referred to as the "11 Mile Road Parking Structure". On January 31, 2018, the Downtown Development Authority (DDA) agreed to enter a financing contract which, in the event of a deficiency in Net Revenues of the System to fund debt service on the bonds, would obligate the DDA to contribute up to 50% of the required debt service to the System.


As of June 30, 2023, the System is experiencing a significant fund deficit and is requesting a portion of the accumulated net revenue deficiency support specified in the above-mentioned financing contract to be contributed by the DDA.

Based on information contained in the City's audited financial statements, the DDA's maximum obligation under the contract, through June 30, 2023 is \$3,059,164 (Attachment 1). At this time, the System is requesting the following contribution from the DDA:

Contribution for net revenue deficiencies, prior to July 1, 2022	\$1,000,000
Contribution for net revenue deficiencies, fiscal year ended June 30, 2023	<u>\$ 500,000</u>
Total Contribution	<u>\$1,500,000</u>

If you require any additional information, I will be happy to provide it at your request.

Respectfully submitted,


 Debra Peck Lichtenberg, CPA
 Director of Finance

**Automobile Parking System Fund
Net Revenue Deficiency Calculation**

	Per the City of Royal Oak Audited Financial Statements	Total Annual Debt Service for 2018 Revenue Bonds	Maximum Obligation % for DDA, per agreement	Maximum Debt Service Obligation for DDA, per agreement	Lesser of Net Revenue Deficiency or Maximum Debt Service Obligation for DDA
CHANGE IN UNRESTRICTED NET POSITION:					
Unrestricted Net Position (Deficit), as of June 30, 2018	\$ 4,853,876				
Net Revenue (Deficiency) for year ended June 30, 2019	\$ (258,167)	\$ 495,966	50%	\$ 247,983	\$ 247,983
Unrestricted Net Position (Deficit), as of June 30, 2019	\$ 4,595,709				
Net Revenue (Deficiency) for year ended June 30, 2020	\$ (1,456,766)	\$ 1,404,786	50%	\$ 702,393	\$ 702,393
Unrestricted Net Position (Deficit), as of June 30, 2020	\$ 3,138,943				
Net Revenue (Deficiency) for year ended June 30, 2021	\$ (2,256,432)	\$ 1,404,425	50%	\$ 702,213	\$ 702,213
Unrestricted Net Position (Deficit), as of June 30, 2021	\$ 882,511				
Net Revenue (Deficiency) for year ended June 30, 2022	\$ (1,327,092)	\$ 1,407,910	50%	\$ 703,955	\$ 703,955
Unrestricted Net Position (Deficit), as of June 30, 2022	\$ (444,581)				
Net Revenue (Deficiency) for year ended June 30, 2023	\$ (1,007,032)	\$ 1,405,241	50%	\$ 702,621	\$ 702,621
Unrestricted Net Position (Deficit), as of June 30, 2023	\$ (1,451,613)				
MAXIMUM DDA OBLIGATION, PER DDA FINANCING CONTRACT (SERIES 2018 REVENUE BONDS)					\$ 3,059,164

DDA FINANCING CONTRACT (SERIES 2018 REVENUE BONDS)

THIS DDA FINANCING CONTRACT (the “Contract”), made and entered into as of February 12, 2018, between the CITY OF ROYAL OAK, a Michigan municipal corporation (the “City”), and the ROYAL OAK DOWNTOWN DEVELOPMENT AUTHORITY, a public body corporate organized and existing pursuant to Act 197, Michigan Public Acts, 1975, as amended (the “DDA”).

RECITALS

A. The Downtown Development Authority Act, Act 197, Michigan Public Acts, 1975, as amended (“Act 197”), authorizes the City and the DDA to adopt and implement a development plan and tax increment financing plan in order to plan and implement public improvements in a development area designated in the plan.

B. A Downtown Development & Tax Increment Financing Plan was approved by the adoption of Ordinance 76-26 enacted by the City Commission on November 1, 1976, and has since been amended, and amended and restated, from time to time by City Commission ordinances, most recently by Ordinance 04-11, principally to expand the Development Area (as defined below) covered by the plan (as amended, the “Plan”).

C. The Plan designates a development area (the “Development Area”) and identifies a number of proposed public improvements contemplated to be made by the DDA and the City within the Development Area.

D. Pursuant to the Plan, the DDA has been capturing tax increment revenues (as defined in Act 197 and the Plan, the “Tax Increment Revenues”) generated by properties located in the Development Area.

E. A statement of Tax Increment Revenues for the fiscal year ended June 30, 2017 is attached hereto as Exhibit A.

F. Tax Increment Revenues have been and will be available to effectuate the various purposes and objectives of the Plan, but only to the extent of Tax Increment Revenues available after the payment of the operation, maintenance and administrative expenses of the DDA, which expenses shall be exclusive of capital projects included in or contemplated by the Plan (“Net Tax Increment Revenues”). Net Tax Increment Revenues as so defined shall be determined each fiscal year on the basis of the relevant information set forth in the Annual Report prepared by the DDA and submitted to the City Commission of the City and the State Tax Commission pursuant to Section 15(3) of Act 197 (the “DDA Annual Report”).

G. The City has determined to undertake a project in a portion of the Development Area, which includes a parking deck with a minimum of 565 spaces to be located West of S. Williams Street between E. 11 Mile Road and E. Second Street (the “11 Mile Road Parking Structure”).

H. The City published a notice of intent to issue parking system revenue bonds to finance the 11 Mile Road Parking Structure and the City Commission adopted a bond authorizing ordinance or resolution (the “Bond Resolution”) approving the issuance of the revenue bonds in a principal amount not exceeding \$18,000,000 (the “Revenue Bonds”).

I. The Revenue Bonds will be issued under Act 94, Public Acts of Michigan, 1933, as amended (“Act 94”), and by their terms will be repayable primarily from the Net Revenues, as defined in Section 3 of Act 94 (the “Net Revenues”), of the City’s parking system (the “System”),

on which Net Revenues the holders of the Bonds will be granted a first lien, which is also a statutory lien, under the Bond Resolution and Act 94, on a parity with the lien securing the City's \$13,500,000 original principal amount Parking System Revenue Bonds, Series 2016 (the "Series 2016 Parking Revenue Bonds").

J. Pursuant to the Debt Service Agreement, dated June 15, 2001, as thereafter amended on May 18, 2010, between the DDA and the City (the "South Lafayette Deck Debt Service Agreement"), the DDA and the City agreed that the DDA will pay to the City, to assist in the repayment of bond indebtedness of the City incurred for the South Lafayette parking deck project, an amount equal to one-half (1/2) of the debt service on such indebtedness each fiscal year to and including fiscal year 2026 or earlier repayment of such indebtedness (the "South Lafayette Deck DDA Debt Service Payments"), and the parties hereto wish to terminate the DDA's obligation to make any further South Lafayette Deck DDA Debt Service Payments beyond the fiscal year ending June 30, 2018, other than the obligation to make payments with respect to any shortfalls or delinquencies in DDA payments that were due prior to the June 30, 2018 fiscal year end.

K. Pursuant to the DDA Financing Contract, dated December 22, 2016, between the DDA and the City (the "Prior 2016 Financing Agreement"), the DDA and the City agreed that the DDA will pay to the City, to assist in the repayment of the Series 2016 Parking Revenue Bonds issued to finance the Second and Center parking deck project in the City, an amount equal to one-half (1/2) of the debt service on such indebtedness, each fiscal year to and including 2031 or earlier repayment of such indebtedness (the "Prior 2016 DDA Debt Service Payments"), which Prior 2016 DDA Debt Service Payments the parties hereto agree will be payable prior to, and will be senior in all respects to, the contractual debt service payments required to be made by the DDA hereunder.

L. The DDA has agreed to support the financing of the 11 Mile Road Parking Structure, in the event of a deficiency in Net Revenues of the System to fund debt service on the Revenue Bonds as it comes due, by contributing its Net Tax Increment Revenues to the extent of one-half (1/2) of the amount of such deficiency, subordinate to its contractual obligations with respect to, first, the Prior 2016 DDA Debt Service Payments and, second, its annual financial commitment supporting debt service on the City's \$40,000,000 maximum principal amount Capital Improvement Bonds (General Obligation Limited Tax), Series 2018 pursuant to the Financing Contract (Series 2018 LTGO Bonds), being entered into contemporaneously with this agreement, between the DDA and the City (the "LTGO Project DDA Debt Service Payments"), as more fully set forth herein.

AGREEMENT

The parties hereto agree as follows:

1. The DDA approves the financing of the 11 Mile Road Parking Structure by the issuance by the City of the Revenue Bonds in a principal amount not exceeding \$18,000,000. The 11 Mile Road Parking Structure shall be designed and constructed by the City to provide a minimum of 565 parking spaces. The DDA shall have no financial obligations with respect to acquisition and construction of, or operation and maintenance of, the 11 Mile Road Parking Structure.

2. It is intended that the Net Revenues of the System provide sufficient amounts to pay all principal of and interest on the Series 2016 Parking Revenue Bonds, the Revenue Bonds, any additional bonds permitted to be issued on a parity basis pursuant to Section 27 of the Bond Resolution, and other bonds and long-term obligations payable from the Net Revenues of the System. The City represents that as of the date hereof there is no other indebtedness that is secured

by a senior lien, parity lien or junior lien on, or other long-term obligations payable from, the Net Revenues of the System, other than the Series 2016 Parking Revenue Bonds and the City's bond indebtedness related to the South Lafayette parking deck project. The City certifies that it is in full compliance with the rate covenant set forth in Section 16 of the Resolution Authorizing the Issuance of Parking System Revenue Bonds, approved by the City Commission on November 14, 2016 (the "Series 2016 Bond Resolution"), based on the System's existing rates, fees and charges and the calculations set forth in the City's covenant compliance certificate prepared pursuant to Section 7 of the Order Approving Sale relating to the Series 2016 Parking Revenue Bonds, which the City certifies are true, accurate and complete. The City covenants and agrees to comply with the rate covenant forth in Section 16 of the Bond Resolution (the "Rate Covenant") and the additional bonds covenant set forth in Section 27 of the Bond Resolution so long as the indebtedness represented by the Revenue Bonds and any refundings thereof remain outstanding. If the City's audited financial statements are not timely posted on the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board ("EMMA"), or such financial statements do not contain financial information regarding the System in the form historically provided in such financial statements, the City shall provide to the DDA annually audited financial statements of the City within 360 days following the end of the City's fiscal year, and, if applicable, separate financial statements for the Parking System showing the information historically provided therefor in the City's audited financial statements. The City shall provide to the DDA annually (or post to EMMA), within 180 days of the close of the City's fiscal year, a covenant compliance certificate, with calculations in the level of detail necessary to fully evidence the City's compliance with the Rate Covenant.

3. With respect to the issuance of the Revenue Bonds, to be secured by the Net Revenues on a parity basis with the Series 2016 Parking Revenue Bonds, the City certifies that, applying the System's existing rates, fees and charges, the City will be in full compliance with the additional bonds covenant set forth in Section 27 of the Series 2016 Bond Resolution, and shall provide the DDA with its compliance certificate, with calculations in the level of detail necessary to fully evidence said compliance, as a condition to the DDA's obligation hereunder.

4. In the event of any deficiency in the amount of Net Revenues of the System necessary to pay all principal of and interest on the Revenue Bonds ("Debt Service Deficiency"), the DDA hereby agrees that Net Tax Increment Revenues in an amount equal to one-half (1/2) of the Debt Service Deficiency shall be set aside and applied to such payments (the "11 Mile Road Parking Project DDA Deficiency Payments"), subordinate to the Prior 2016 DDA Debt Service Payments and the LTGO Project DDA Debt Service Payments. The DDA shall have no obligation with respect to the balance of such deficiency.

The City covenants and agrees that the Net Revenues of the System shall be applied to principal and interest on the City's share of debt service on the Series 2016 Parking Revenue Bonds, the Revenue Bonds and any Additional Bonds on an equal and ratable basis as the same become due, without any preference or priority as between each such series, such that an insufficiency of Net Revenues of the System will result in an equal and ratable deficiency as to each such series of bonds.

In the event of a Debt Service Deficiency, the DDA authorizes the City to withhold on behalf of the DDA from the Net Tax Increment Revenues collected by the City the amount necessary to satisfy the 11 Mile Road Parking Project DDA Deficiency Payments; provided, that any Net Tax Increment Revenues so withheld by the City shall be disbursed promptly to the DDA

upon the written certification of the DDA that the amounts specified by the DDA in such certification are then required by the DDA for the payment of its current operation, maintenance and administrative expenses, as reflected in the DDA Annual Report for such fiscal year, the Prior 2016 DDA Debt Service Payments, or the LTGO Project DDA Debt Service Payments. Any Net Tax Increment Revenues shall be promptly disbursed to the DDA each fiscal year after its contractual debt service obligations have been satisfied. The DDA's contractual obligation to contribute Net Tax Increment Revenues to the City to fund the Parking Project DDA Deficiency Payments shall not constitute a third party guaranty of the Revenue Bonds.

In the event that the City shall for any reason be unable or fail to withhold from its collections of Tax Increment Revenues the amounts necessary to fund the 11 Mile Road Parking Project DDA Deficiency Payments, the DDA shall upon the City's request immediately pay the amount of the 11 Mile Road Parking Project DDA Deficiency Payment to the City from other legally available Net Tax Increment Revenues of the DDA not currently required for current operation, maintenance and administrative expenses of the DDA and for the Prior 2016 DDA Debt Service Payments and LTGO Project DDA Debt Service Payments, or to fund reimbursements to the City relating to such payments. In the absence of such payment by the DDA, the City shall have all rights and remedies provided by law to enforce the obligations of the DDA hereunder.

5. In the event that Net Tax Increment Revenues in any given fiscal year are insufficient to satisfy the 11 Mile Road Parking Project DDA Deficiency Payments pursuant to this Contract, and the City has made such payments from its own funds, the DDA shall reimburse the City for such payments in whole, together with interest at a rate equal to the Michigan Cooperative Liquid Assets Securities System (CLASS) Investment Pool daily variable rate, from the next Net Tax Increment Revenues collected that exceed current Prior 2016 DDA Debt Service

Payments and current LTGO Bonds DDA Debt Service Payments required hereunder. Delinquent payments shall be paid from such excess Net Tax Increment Revenues as soon as the same are collected (and may be withheld by the City as provided in Section 4 above).

6. Any other provision of this Contract to the contrary notwithstanding, it is understood and agreed by the parties hereto that the Prior 2016 DDA Debt Service Payments and LTGO Project DDA Debt Service Payments are in all respects senior to the 11 Mile Road Parking Project DDA Deficiency Payments; provided, that Prior 2016 DDA Debt Service Payments and LTGO Project DDA Debt Service Payments shall be made each fiscal year at such times and in such manner so as to permit, to the greatest extent possible, the payment of all 11 Mile Road Parking Project DDA Deficiency Payments as debt service on the Revenue Bonds comes due.

7. The DDA hereby acknowledges that the City will issue the Revenue Bonds in reliance upon this Contract and the promise of the DDA to make or cause to be made the 11 Mile Road Parking Project DDA Deficiency Payments from Net Tax Increment Revenues. The DDA agrees that it will enter into no other agreements, formal or informal, or commence any capital or other projects that would impair, or have the effect of impairing the ability of the DDA to make, the Prior 2016 DDA Debt Service Payments, the LTGO Project DDA Debt Service Payments, and the 11 Mile Road Parking Project DDA Deficiency Payments on a timely basis. The DDA may, however, issue its tax increment revenue bonds or enter into contractual tax increment revenue payment obligations permitted under Act 197 after the date of this Contract payable and secured on a basis that is fully subordinate to the Prior 2016 DDA Debt Service Payments, the LTGO Project DDA Debt Service Payments and the 11 Mile Road Parking Project DDA Deficiency Payments.

ATTACHMENT C

8. In consideration of the DDA's contractual obligations for payment of the Parking Project DDA Deficiency Payments and the LTGO Project DDA Debt Service Payments, the City and the DDA agree (i) that the DDA's obligation to make the South Lafayette Deck DDA Debt Service Payments shall terminate as of the end of the fiscal year ending June 30, 2018 (other than the obligation to make payments with respect to any shortfalls or delinquencies in South Lafayette Deck DDA Debt Service Payments that were due prior to the end of the June 30, 2018 fiscal year), and the South Lafayette Deck Debt Service Agreement is hereby so amended effective as of the date hereof, and (ii) that the DDA's obligation to pay the City an amount equal to the appraised value of the development site identified in the Property/Development Agreement, dated January 21, 2015, between the City and the DDA (sometimes referred to as the "Etkin parcel"), is hereby terminated in whole, and said Property/Development Agreement is hereby so amended effective as of the date hereof.

9. This is the entire agreement among the parties and it supersedes and replaces all prior agreements between the parties regarding its subject matter. It may not be modified except in writing, signed by all parties. It shall not be affected by any course of dealing.

10. This Contract shall be effective upon the City issuing the Revenue Bonds in an aggregate principal amount not exceeding \$18,000,000.

11. Except as otherwise specifically provided herein, all notices, certificates, requests or other communications under this Contract shall be sufficiently given and shall be deemed given (i) upon receipt when transmitting using electronic means other than telecopy/facsimile, (ii) when mailed by registered or certified mail postage prepaid, to the applicable address set forth below, or (iii) upon delivery by overnight courier service, telecopy or hand delivery to the applicable address set forth below:

If to the City:

City of Royal Oak
211 S. Williams St.
Royal Oak, Michigan 48067
Attention: Julie Rudd
Director of Finance
Email: julier@romi.gov
Telephone: (248) 246-3031

If to the DDA:

Royal Oak Downtown Development Authority
211 S. Williams St.
Royal Oak, Michigan 48067
Attention: Timothy E. Thwing
Executive Director
Email: timt@romi.gov
Telephone: (248)246-3280

The parties hereto may by notice given hereunder in writing designate any further or different addresses to which subsequent notices, certificates, requests, complaints, demands or other communications hereunder shall be sent.

12. If any one or more sections, clauses or provisions of this Contract shall be determined by a court of competent jurisdiction to be invalid or ineffective for any reason, such determination shall in no way affect the validity and effectiveness of the remaining sections, clauses and provisions of this Contract.

13. This Contract may be executed in several counterparts, each of which shall be deemed an original, and such counterparts together shall and will constitute one and the same instrument.

14. This Contract shall be governed by and construed in accordance with the laws of the State of Michigan.

ATTACHMENT C

15. Nothing in this Contract expressed or implied is intended or shall be construed to confer upon, or to give any person or entity, other than the parties hereto, any right, remedy or claim under or by reason of this Contract or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Contract contained by and on behalf of the City and the DDA shall be for the sole and exclusive benefit of the parties hereto.

16. This Contract shall terminate upon the payment in full of the Revenue Bonds and any refunding of all such Revenue Bonds or upon the earlier defeasance of all of the Revenue Bonds as provided for in the Bond Resolution. Upon termination, any amounts in funds and accounts established under the Bond Resolution or any trust indenture related to the Revenue Bonds (or refundings of the Revenue Bonds) and derived from the Tax Increment Revenues, shall be promptly remitted to the DDA. The obligation of the City and any agent of the City to make such transfer shall survive the termination of this Contract.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK
THE SIGNATURE PAGE TO FOLLOW]

DDA Financing Contract
Signature Page

The parties have executed this Agreement as of the date first written above.

CITY OF ROYAL OAK

By: 

Michael Fournier

Its: Mayor

By: 

Melanie Halas

Its: Clerk

ROYAL OAK DOWNTOWN
DEVELOPMENT AUTHORITY

By: 

Timothy E. Thwing

Its: Executive Director

ATTACHMENT C

EXHIBIT A

**STATEMENT OF TAX INCREMENT REVENUES
(FISCAL YEAR ENDED JUNE 30, 2017)**

4837-3480-5850.6
ID\BROWN, BOWDEN - 115479\000001
BLOOMFIELD 69689-2 2013090v1

ANNUAL-FINANCIAL REPORT

Pursuant to the requirements of Public Act 197 of 1975 and Bulletin 9 of 1997, the following is a financial report on the Royal Oak Downtown Development Authority's Development Fund for the Fiscal Year of July 1, 2016 to June 30, 2017.

DESCRIPTION	2016-17 AMENDED BUDGET	YTD BALANCE 06/30/2017
Fund 247 - DDA DEVELOPMENT FUND		
Revenues		
PROPERTY TAX REVENUES	3,340,000.00	3,341,503.10
CONTRIBUTIONS - PROMOTIONS COMMITTEE	15,000.00	22,450.00
CONTRIBUTIONS - BUSINESS DEVLPMNT	0.00	0.00
INTEREST	11,000.00	15,722.64
MISCELLANEOUS REVENUE	92,000.00	93,998.77
USE OF FUND BALANCE	131,990.00	0.00
TRANSFER FROM AB&E	111,440.00	111,440.00
TRANSFER FROM WC INSURANCE FUND	5,000.00	5,000.00
TRANSFER FROM MED INSURANCE	18,310.00	18,310.00
TRANSFER FROM GENERAL LIABILITY	43,550.00	43,550.00
TOTAL REVENUES	3,768,290.00	3,651,974.51
Expenditures		
WAGES - PERMANENT	52,530.00	48,116.25
WAGES - TEMPORARY	1,870.00	528.06
WAGES - OVERTIME	24,000.00	21,239.48
LONGEVITY PAY	220.00	399.99
SICK LEAVE PAY	930.00	1,021.34
DEFERRED COMP - EMPLOYER CONTRIBUTION	670.00	487.01
RETIREMENT CONTRIBUTIONS - GENERAL	18,200.00	17,318.87
OPEB CONTRIBUTIONS	39,200.00	37,473.36
DEFINED CONTRIBUTION	720.00	481.51
RETIREE HSA	100.00	80.88
MEAL ALLOWANCE	500.00	324.00
FICA	4,910.00	5,281.23
UNEMPLOYMENT COMPENSATION TAX	60.00	10.38
GROUP MEDICAL INSURANCE	6,440.00	6,654.43
GROUP DENTAL INSURANCE	690.00	560.25
GROUP LIFE INSURANCE	160.00	168.90
VISION INSURANCE	40.00	41.99
WORKERS COMPENSATION INSURANCE	2,630.00	1,407.95
MISCELLANEOUS OPERATING SUPPLIES	500.00	283.26
CONTRACTED WORKER SERVICES	56,000.00	41,804.22
CONTRACTED LEGAL/ADVISORY COUNSEL	18,350.00	32,450.02
AUDIT SERVICES	1,380.00	1,377.00
PROPERTY & CASUALTY INSURANCE SERVICES	12,000.00	9,513.01
MISC CONTRACTED SERVICES	692,750.00	618,717.00

ATTACHMENT C

ELECTRIC	15,000.00	16,000.95
MAIN ST COMMITTEE - ORGANIZATION	1,000.00	0.00
MAIN ST COMMITTEE - DESIGN	0.00	0.00
MAIN ST COMMITTEE - PROMOTION	325,000.00	222,399.13
MAIN ST COMMITTEE - BUSINESS DEVELOPMENT	0.00	0.00
DUES & MEMBERSHIPS	750.00	880.00
ADVERTISING & LEGAL NOTICES	2,500.00	899.71
TRANSFER TO GENERAL FUND	540,000.00	540,000.00
TRANSFER TO CAPITAL PROJECTS	326,500.00	286,870.68
TRANSFER TO AUTO PARKING	315,190.00	289,112.75
BANK SERVICE CHARGES & FEES	0.00	607.74
MISCELLANEOUS EXPENDITURES	50,000.00	127,141.55
CONTINGENCY	0.00	0.00
Total Dept 729 - DDA/TIFA	2,510,790.00	2,329,652.90
Dept 901 - CAPITAL PROJECTS		
WAGES - PERMANENT	0.00	1,973.64
WAGES - OVERTIME	0.00	165.30
DEFERRED COMP - EMPLOYER CONTRIBUTION	0.00	29.59
RETIREMENT CONTRIBUTIONS - GENERAL	0.00	564.36
OPEB CONTRIBUTIONS	0.00	1,461.59
DEFINED CONTRIBUTION	0.00	69.45
RETIREE HSA	0.00	0.78
FICA	0.00	154.61
GROUP MEDICAL INSURANCE	0.00	182.69
GROUP DENTAL INSURANCE	0.00	21.35
GROUP DENTAL INSURANCE	0.00	4.30
VISION INSURANCE	0.00	1.63
WORKERS COMPENSATION INSURANCE	0.00	6.99
CONSTRUCTION ENGINEERING SERVICES	0.00	226,186.81
CONSULTING ENGINEERING SERVICES	0.00	20,041.39
MISCELLANEOUS EXPENDITURES	644,000.00	10.01
CAPITAL OUTLAY	613,500.00	0.00
Total Dept 901 - CAPITAL PROJECTS	1,257,500.00	250,874.49
TOTAL EXPENDITURES	3,768,290.00	2,580,527.39
Fund 247 - DDA DEVELOPMENT FUND:		
TOTAL REVENUES	3,768,290.00	3,651,974.51
TOTAL EXPENDITURES	3,768,290.00	2,580,527.39
NET OF REVENUES & EXPENDITURES	0.00	1,071,447.12

Further information may be obtained from the Royal Oak Planning Division, 211 Williams Street between the hours of 8:00 a.m. and 4:30 p.m., Monday through Thursday and 8:00 a.m. to 12:00 p.m. on Friday

Timothy E. Thwing, Executive Director
Downtown Development Authority

PUBLISH One Day Only: (Newspaper), ????, ??/??/2018



Plante & Moran, PLLC
P.O. Box 307
3000 Town Center, Suite 100
Southfield, MI 48075
Tel: 248.352.2500
Fax: 248.352.0018
plantemoran.com

May 16, 2024

EXHIBIT 2

Mr. Timothy Thwing
City of Royal Oak Downtown Development Authority
203 S Troy Street
Royal Oak, MI 48067

Dear Tim:

Thank you for your selection of Plante & Moran, PLLC ("PM") to assist you. This letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, confirms our understanding of the nature, limitations, and terms of the services PM will provide to City of Royal Oak Downtown Development Authority ("DDA" or "Client").

Scope of Services

We will provide temporary financial assistance at your discretion. Our work product will be in the form of preparing and reviewing financial schedules and analysis created under the direction and supervision of Timothy Thwing, Executive Director. Our consulting services will be provided to assist you with such activities and tasks as:

- Analysis of the DDA's agreement with the City of Royal Oak regarding the 11 Mile parking structure
- Analysis of City's audited financial statements going back to the year the parking structure agreement was entered into
- Communication with the City's finance department; requests for information
- Analysis of the City's underlying trial balances and other documentation related to the Parking system
- Presentations to Board if requested
- Other accounting related tasks and services as requested by the City of Royal Oak Downtown Development Authority, if any

It should be noted that at no time during this engagement will we be responsible for making investment decisions, signing checks, making bank transfers, initiating ACH or wire transfers, or handling cash in any way. We will not be responsible for processing payroll, remitting payroll taxes, or filing payroll tax forms. These responsibilities remain with the Client or other external parties.

Mr. Timothy Thwing
City of Royal Oak Downtown Development Authority

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May 16, 2024

We expect our work will be performed both remotely and in person. Remote meetings and presentations will be conducted using Microsoft Teams or another video conferencing platform. For procedures that are necessary to be performed onsite, we will work with you to schedule that work based on and subject to applicable legal requirements and/or guidance regarding worksite safety conditions. While working remotely, we will rely on the City of Royal Oak Downtown Development Authority to provide any electronic documents we require, and remote access to the general ledger and other electronic systems.

Fees and Payment Terms

The fee for our services, subject to the terms and conditions of the accompanying Professional Services Agreement, will be based on the actual time that staff expend and will be billed at the following discounted hourly rates:

Accounting Consultant	\$175
Senior Accounting Consultant	\$195
Manager	\$255
Partner	\$395

The majority of our work will be performed by either a Consultant or Senior Consultant. We strive to be as efficient as possible and delegate work to the most cost-effective member of our team.

The rates listed above will increase by CPI on July 1, 2025 and annually thereafter should you continue to utilize this service. We reserve the right to make additional changes to our hourly rates given prevailing market conditions; however, you will be notified before incurring time at the new adjusted rate.

Any other projects or consulting services in addition to the ones noted above may be requested by Client management. Fees for those additional services will be negotiated and included in a separate engagement letter.

As you probably realize, our primary cost is salaries that are paid currently. Accordingly, our invoices, which will be rendered as services are provided are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

For your convenience, payments can be made via domestic wire or ACH to the following account:

<u>Domestic Wire</u>		<u>ACH</u>	
Bank of America		Bank of America	
100 West 33 rd Street		1401 Elm Street 2 nd Floor	
New York, NY 10001		Dallas TX 75202	
Account No.	9890996003	Account No.	9890996003
Routing/ABA No.	026009593	Routing/ABA No.	071000039
Account Name:	Plante & Moran, PLLC	Account Name:	Plante & Moran, PLLC
Account Address:	3000 Town Center	Account Address	3000 Town Center
	Suite 100		Suite 100
	Southfield, MI 48075		Southfield, MI 48075



Mr. Timothy Thwing
City of Royal Oak Downtown Development Authority

3

May 16, 2024

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

Plante & Moran, PLLC



Brian J. Camiller, CPA
Partner

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement (collectively "Agreement"), which set forth the entire agreement between City of Royal Oak Downtown Development Authority and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

City of Royal Oak Downtown Development Authority

Timothy Thwing

Date

Executive Director, DDA

Title

Professional Services Agreement – Temporary Finance Assistance Addendum to Plante & Moran, PLLC Engagement Letter

The terms of this Professional Services Agreement are incorporated into the accompanying engagement letter, (collectively, the Professional Services Agreement and the accompanying engagement letter are referred to herein as “Agreement”) for temporary finance assistance services dated May 16, 2024 between Plante & Moran, PLLC (referred to herein and in such letter as “PM”) and City of Royal Oak Downtown Development Authority (referred to as “Client”). Any work performed in connection with the engagement before the date of this letter will also be governed by the terms and conditions of this Agreement.

1. **Management Responsibilities** – The temporary finance services PM will provide are advisory in nature. While providing these services, PM will have no authority or responsibility for any management decisions or management functions. Further, Client acknowledges that Client is solely responsible for all such management decisions and management functions. Client will also be responsible for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services. Client has designated Timothy Thwing to oversee the services PM will provide.

Client is responsible for the design, implementation, and maintenance of internal controls, including monitoring ongoing activities in connection with our engagement.

PM accepts no responsibility as a responsible party for the payment of taxes of any nature, including, but not limited to income, withholding, sales, excess of other taxes assessed at the Federal, State or local levels that may be owed or otherwise arise.

Client represents and warrants that any and all information that it transmits, or otherwise makes available, to PM will be done so in full compliance with all applicable federal, state, local, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, “Data Privacy Laws”). Client shall not disclose personal data of data subjects (“Personal Data”) who are entitled to certain rights and protections afforded by Data Privacy Laws to PM without prior notification to PM. Client shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

2. **Review and Supervision** – Client understands and acknowledges that all PM staff assigned to this project are working solely at Client's direction and agree that all work performed will be subject to the same supervision, review, and approval practices that Client undertakes with its own staff. It is understood that, in accordance with the terms of this Agreement, the work of PM staff assigned to this project will not be reviewed by any other person at PM. Client is solely responsible for supervision, review and approval of the work performed, including review and approval of any journal entries prepared by PM staff prior to posting.
3. **Nature and Limitations of Services** – PM's project activities will be based on information and records provided by Client. PM will rely on such underlying information and records and PM's project activities will not include audit or verification of the information and records provided to PM in connection with PM's project activities.

The project activities PM will perform will not constitute an examination or audit of any Client financial statements or any other items, including Client's internal controls. If Client requires financial statements or other financial information for third-party use, or if Client requires tax preparation or consulting services, a separate engagement letter will be required. Accordingly, Client agrees not to associate or make reference to PM in connection with any financial statements or other financial information of Client. In addition, PM's engagement is not designed and cannot be relied upon to disclose errors, fraud or illegal acts that may exist. However, PM will inform Client of any such matters that come to PM's attention.

In performing services under this agreement, PM will not provide any advice with respect to municipal financial products or the issuance of municipal securities, nor will it act as a municipal advisor as defined by 15 U.S.C. § 78o-4. To the extent Client requires services from a municipal advisor in connection with this engagement, Client represents that it will engage and rely on the advice of an independent registered municipal advisor. Client affirms its understanding that PM is not a registered municipal advisor and that it therefore is not subject to the fiduciary duties imposed on such advisors under federal law.

4. **Project Deliverables** – At the conclusion of PM's project activities and periodically as the project progresses, PM will review the results of the project work with Client and provide Client with any observations related to PM's services that PM believes warrant Client's attention. PM also will provide Client with copies of analyses, tax filings, or other materials that PM may develop in the course of this engagement upon Client's request. PM will not issue a written report as a result of this engagement and Client agrees that the nature and extent of the work product that PM will provide, as outlined in this Agreement, are sufficient for Client's purposes.

Professional Services Agreement – Temporary Finance Assistance

5. **Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to Client's confidential, proprietary information, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Client. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of Client.

In the interest of facilitating PM's services to Client, PM may communicate or exchange data by internet, e-mail, facsimile transmission, or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, Client recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Because the work performed under this Agreement is subject solely to Client's review and supervision, we do not expect that we will need to retain detailed workpapers supporting our work. Workpapers and documentation created will be provided to the Client to maintain as part of Client's accounting records. If, however, we conclude to retain copies of such workpapers or documentation, such workpapers retained in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both Client and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this Agreement. In the event that a request for any confidential information or workpapers covered by this Agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Client in a timely manner of such request and to cooperate with Client should Client attempt, at Client's cost, to limit such access. This provision will survive the termination of this Agreement. PM's efforts in complying with such requests will be deemed billable to Client as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

6. **Data Access Management and Consent** – PM has operations both in and outside the United States and may, from time to time and at its reasonable discretion, use third-party service providers both in and outside the United States in support of its operations and the services for Client (individually and collectively "Third-Party Provider(s)"). Third-Party Providers may include, for example and without limitation, PM's international affiliates that support PM's domestic operations, cloud service providers that support PM's infrastructure in general, or independent contractors that serve to supplement a particular engagement team's services for specific engagements. In such circumstances, PM will be solely responsible for the provision of any services by such Third-Party Providers and, where such Third-Party Providers' services involve the accessing or processing of Client data, PM will require Third-Party Providers to maintain the confidentiality of any such data and not use such data for any purpose unrelated to assisting with PM's services for Client. In turn, Client, by its duly authorized signature on the accompanying engagement letter, consents to PM disclosing or otherwise allowing access to Client's data to such Third-Party Providers for such purposes. Client further acknowledges that, from time to time, PM representatives may have occasion to access Client data from outside the United States, for example and without limitation, when such PM representative(s) reside in or travel to another country. In such instances, PM agrees to use data access and storage protocols designed to reasonably safeguard data and Client consents to PM accessing Client data from outside of the United States under such circumstances.
7. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on responsibilities under the scope of services. PM's services frequently depend upon the availability and cooperation of those Client personnel relevant to PM's project activities and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM's estimates, the estimated fees will be adjusted for the additional time PM incurs as a result.

In any circumstance where PM's work is rescheduled due to Client's failure to provide information or assistance necessary for the engagement, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of the work. Because rescheduling work imposes

Professional Services Agreement – Temporary Finance Assistance

additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for additional time PM incurs as a result of rescheduling its work.

PM will use best efforts to advise Client in the event any circumstances occur which would require PM's work to be rescheduled. However, it is acknowledged that the exact impact on the Fee Quotes may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

8. **Payment Terms** – PM invoices for professional services are due upon receipt unless otherwise specified in this engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this Agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's services upon resumption of PM's work, whether imposed by agreement or by law. Client agrees that in the event that work is suspended, for non-payment or other reasons, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
9. **Fee Adjustments** – Any fee adjustments for reasons described in this Agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred and included as an adjustment to PM's invoices related to this engagement. Client acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this Agreement.
10. **Beneficial Ownership Reporting** – Beginning January 1, 2024, the Corporate Transparency Act ("CTA") requires certain companies to provide specified information related to beneficial ownership to FinCEN, a bureau of the United States Department of Treasury. Failure to comply with the beneficial ownership reporting requirements established by the CTA may be punishable by civil fines and criminal penalties.

PM's services shall not consist of the provision of advice regarding the CTA and its beneficial ownership reporting requirements or any similar reporting requirements, or the preparation and/or the submission of beneficial ownership reports. PM recommends that any Client requiring such services should contact Client's legal counsel.

11. **Conditions of PM Visit to Client Facilities** – Client agrees that some or all of PM's services may be provided remotely. In order to facilitate the provision of services remotely, Client agrees to provide documentation and other information reasonably required by PM for PM's performance of the engaged services electronically to the extent possible throughout the course of the engagement. In the event in-person visits to Client's facility(ies) are requested by Client or otherwise determined by PM to be necessary for the performance of the engaged services, Client agrees, upon PM's request, to provide to PM Client's policies and procedures that Client has implemented relating to workplace safety and the prevention of the transmission of disease at its facility(ies). In addition, Client affirms that it is in compliance with applicable Centers for Disease Control and Prevention and OSHA guidance pertaining to the prevention of the transmission of disease (collectively, "Applicable Preventative Guidance") and agrees that it shall continue to comply with Applicable Preventative Guidance throughout any in-person visits by PM to Client's facility(ies). Notwithstanding the foregoing, PM reserves the right to suspend or refrain from any in-person visit by PM to Client's facility(ies) or impose further conditions on any such in-person visit if and as PM deems necessary. Client agrees and acknowledges that any determination by PM to visit Client's facility(ies) is not and shall not be construed to be or relied on by Client as a determination by PM of Client's compliance with Applicable Preventative Guidance.
12. **Exclusion of Certain Damages** – Except to the extent finally determined to have resulted from PM's gross negligence or willful misconduct, Client agrees to limit the liability of PM or any of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved third party service providers (collectively, "PM Persons") for any and all claims, losses, costs, and damages of any nature whatsoever so that the total aggregate liability of PM and/or the PM Persons to Client shall not exceed the total fees paid by Client to PM for the services provided in connection with this Agreement. Client and PM agree that these limitations on PM's maximum liability are reasonable in view of, among other things, the scope of the services PM is to provide, Client's responsibility for the management functions associated with PM's consulting services, and the fees PM is to receive under this engagement. In no event shall PM be liable to Client, whether a claim be in tort, contract, or otherwise, for any consequential, indirect, lost profit, punitive, exemplary, or other special damages. PM and Client agree that these limitations apply to any and all liabilities or causes of action against PM, however alleged or arising, unless to the extent otherwise prohibited by law. This provision shall survive the termination of this engagement.

In the event this Agreement expressly identifies multiple phases of services, the total aggregate liability of PM to Client shall be limited to no more than the total amount of fees paid by Client for the particular phase of services alleged to have given rise to any such liability.

Professional Services Agreement – Temporary Finance Assistance

13. **Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Client but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, Client agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
14. **Termination of Engagement** – This engagement may be terminated by either party upon written notice. Upon notification of termination of this engagement, PM will cease providing services under the engagement. Client shall compensate PM for all time expended and reimburse PM for all out-of-pocket expenditures incurred by PM through the date of termination of this engagement.
15. **Entire Agreement** – This Agreement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this Agreement supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this Agreement will only become effective if evidenced by a written amendment to this Agreement, signed by all of the parties.
16. **Severability** – If any provision of this Agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
17. **Defense, Indemnification, and Hold Harmless** – As a condition of PM's willingness to perform the services provided for in the engagement letter, Client agrees to defend, indemnify and hold PM and the PM Persons harmless against any claims by third parties for losses, claims, damages, or liabilities, to which PM or the PM Persons may become subject in connection with or related to the services performed in the engagement, unless a court having jurisdiction shall have determined in a final judgment that such loss, claim, damage, or liability resulted primarily from the willful misconduct or gross negligence of PM, or one of the PM Persons. This defense, indemnity and hold harmless obligation includes the obligation to reimburse PM and/or the PM Persons for any legal or other expenses incurred by PM or the PM Persons, as incurred, in connection with investigating or defending any such losses, claims, damages, or liabilities.
18. **Conflicts of Interest** – PM's engagement acceptance procedures include a check as to whether any conflicts of interest exist that would prevent acceptance of this engagement. No such conflicts have been identified. Client understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with interests of Client.
19. **Force Majeure** – Neither party shall be deemed to be in breach of this Agreement as a result of any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war, other violence, epidemic, pandemic or other public health emergency or government mandated shut down (each individually a "Force Majeure Event"). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
20. **Electronic Signatures** – The parties intend that any electronic signature shall be given full legal effect as if it were a handwritten signature.
21. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall reside exclusively within the State of Michigan.

End of Professional Services Agreement –Temporary Finance Assistance Services

Certificate Of Completion

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Victoria Zielinski

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Executive Director, DDA

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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Plante & Moran, PLLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Plante & Moran, PLLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to:

To advise Plante & Moran, PLLC of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Plante & Moran, PLLC

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Plante & Moran, PLLC

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Plante & Moran, PLLC as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Plante & Moran, PLLC during the course of my relationship with you.

**HENRY
FORD
HEALTH**
PROUDLY PRESENTS

Royal Oak Live!

**SMOOTH GROOVES
CENTENNIAL COMMONS, ROYAL OAK**

Saturday, June 22 Lineup



Royal Oak Concert Band,
directed by Kevin R. Czarnik
1:30-2:30 pm



Four80East
3:00-4:15 pm



Tim Bowman
4:45-6:00 pm



Brian Simpson
and Jackiem Joyner
6:30-7:45 pm

Sunday, June 23 Lineup



Angela Davis
1:30-2:30 pm



Gregg Karukas
3:00-4:15 pm



Alexander Zonjic
wsg Demetrius Nabors
4:45-6:00 pm



Marion Meadows
6:30-7:45 pm



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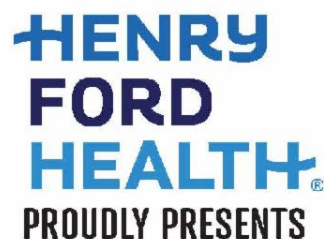
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Take a drink to the streets and enjoy Royal Oak Live!

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and those hosting special events over the
weekend can be found by scanning the QR code.



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**Royal Oak
DOWNTOWN
DEVELOPMENT AUTHORITY**

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

SPONSORSHIP AGREEMENT

THIS AGREEMENT is made this 10th day of March, 2023 by and between the Royal Oak Downtown Development Authority ("DDA"), and Royal Oak Chamber of Commerce ("ROCC").

WHEREAS, ROCC desires to produce and operate a two-day jazz and art event in downtown Royal Oak in the years 2023, 2024, and 2025 under the terms and conditions set forth in this Agreement;

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

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

Responsibilities of ROCC

1. ROCC's primary responsibility shall be to plan, direct and implement all aspects of the Royal Oak Live event, annually in the years 2023, 2024, and 2025. ROCC shall have no authority to, and shall not, (i) make any statement on behalf of the DDA, or (ii) bind or otherwise obligate the DDA to any contract at any time.
2. ROCC will include DDA name and logos in all marketing materials and media coverage as a large sponsor of the event, including coverage indicated in the Request for Sponsorship (Appendix B).
3. ROCC will provide space at the event for the DDA annually.
4. Within 45 days after the event, the ROCC shall meet with the DDA to evaluate outcomes of the event on an annual basis.

Responsibilities of DDA

1. The DDA agrees to be a sponsor for the 2023, 2024, and 2025 Royal Oak Live event in the amount not to exceed one hundred thousand dollars (\$100,000) annually.
2. The DDA shall disburse the sponsorship as follows upon receipt of invoice from ROCC:
 - a. Invoice 1: 65% (or \$65,000) due in advance of the event upon approval of a special event permit.
 - b. Invoice 2: 35% (or \$35,000) due upon the successful completion of the event and submission of directly related expense receipts.
3. Invoices will be paid in accordance with the City of Royal Oak's accounts payable schedule (Appendix A).

Term of Agreement

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



Royal Oak
DOWNTOWN
DEVELOPMENT AUTHORITY

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

Permits

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

Relationship of Parties

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

Termination

ROCC may terminate this Agreement:

1. In the event the DDA breaches any of the material provisions of this agreement, including payment of any fees as set forth herein, and such breach is not remedied within twenty-one (21) days after written notice by ROCC to the DDA of such breach; or
2. In the event the DDA becomes insolvent, makes an assignment for benefit of creditors, becomes the subject of any bankruptcy, reorganization or arrangement proceeding, or is adjudicated bankrupt.

DDA may terminate this Agreement:

1. In the event ROCC breaches any of the material provisions of this agreement, including the defined minimum event dates as set forth herein, and such breach is not remedied within twenty-one (21) days after written notice by DDA to ROCC of such breach; or
2. In the event ROCC becomes insolvent, makes an assignment for the benefit of creditors, becomes the subject of any bankruptcy, reorganization or arrangement proceeding or is adjudicated bankrupt.

In the event ROCC terminates and/or breaches the agreement after the DDA has paid any portion of the sponsorship fee referenced above, that fee shall be returned to the DDA within 30 days of the date of termination and or/breach. Repayment of the sponsorship fee by ROCC to DDA shall be the full amount already paid, less any nonrefundable deposits and City service fees.

In the event that any portion of the event may not occur as a result of severe weather, Acts of God, terrorism or other force majeure, the ROCC may choose to either refund a percentage of the sponsorship fee equivalent to the portion of the event days no longer occurring or reschedule the cancelled event day(s) to occur within forty-five (45) days.

Indemnification

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



**Royal Oak
DOWNTOWN
DEVELOPMENT AUTHORITY**

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

Insurance

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

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

No Assignment

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

Authority

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

Governing Law and Forum

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

Notice

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

Royal Oak Chamber of Commerce
200 South Washington Street
Royal Oak, MI 48067
(248) 547-4000

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

Cooperation

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

Entire Agreement

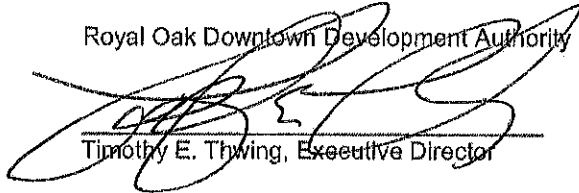
This agreement supersedes any prior understandings or oral agreements between the parties regarding the subject matter hereof and constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and there are no agreements, understandings, representations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



Royal Oak
DOWNTOWN
DEVELOPMENT AUTHORITY

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

Royal Oak Downtown Development Authority



Timothy E. Thwing, Executive Director

3/13/23
Date

Royal Oak Chamber of Commerce



Shelly Kemp, Executive Director

March 10, 2023
Date



Royal Oak
DOWNTOWN
DEVELOPMENT AUTHORITY

Meeting Date: 07/24/2024

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

MEMORANDUM

DATE: July 17, 2024

TO: MEMBERS OF THE DOWNTOWN DEVELOPMENT AUTHORITY

SUBJECT: **FAÇADE/SIGN APPLICATION – 219 S. MAIN ST SUITE 111
CLEAR2 MORTGAGE**

The DDA has received an application for a sign grant from Clear2 Mortgage (Chris Kas-Marogi).

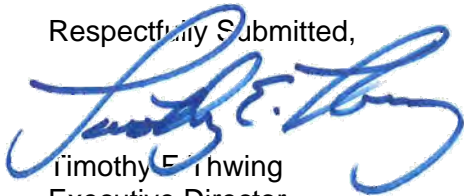
The application total is \$7,000 in sign improvements, which would equate to a maximum award of \$3,500, see attached application.

The Infrastructure Committee has not reviewed the application.

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

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

Respectfully Submitted,



Timothy E. Fehring
Executive Director

Site Address:	219 S Main St.	Parcel ID#	72-25-22-102-006/72-99-00-023-023
APPLICANT INFORMATION		PROPERTY OWNER INFORMATION	
Business Name:	Clear2 Mortgage	Name of Company:	Sullivan Investment Group
Contact Person:	Chris Kas-Marogi	Contact Person:	Gary Kotlarz
Contact Address:	219 S Main St. Ste 111 Royal Oak, MI 48067	Address:	219 S Main St. Royal Oak, MI 48067
Phone:	248-882-8664	Phone:	586-484-3000
Email:	chris@clear2mortgage.com	Email:	ggkot@comcast.net

Anticipated Project Start Date: (mm/dd/yyyy)	Anticipated Project Completion Date: (mm/dd/yyyy)
7/8/2024	7/8/2024

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

PROPOSED FAÇADE IMPROVEMENTS		
Height of Façade:	Width of Façade:	Façade Square Feet:
15'	45'	675
Current Façade Materials:	Brick	
Description of Scope of Work:		
Adding a push through halo backlit sign.		

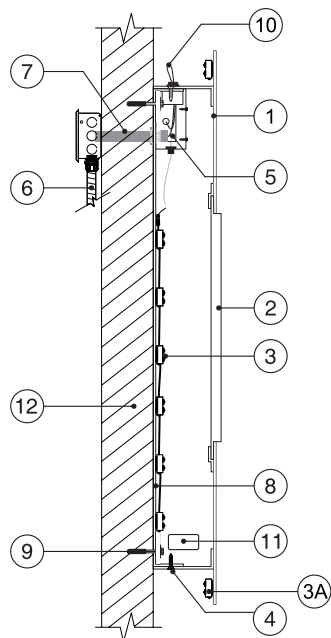
Please select the proposed items for improvement below:					
<input checked="" type="checkbox"/>	Awning	<input checked="" type="checkbox"/>	Architectural Accents	<input checked="" type="checkbox"/>	Building Expansion/Add.
<input checked="" type="checkbox"/>	Doors	<input checked="" type="checkbox"/>	Energy Efficient Lighting	<input checked="" type="checkbox"/>	Façade Renovation/Restoration
<input checked="" type="checkbox"/>	Masonry Repair	<input checked="" type="checkbox"/>	New Building Construction	<input checked="" type="checkbox"/>	Paint
<input checked="" type="checkbox"/>	Signage	<input checked="" type="checkbox"/>	Windows	<input checked="" type="checkbox"/>	Other (Sustainable Activities)
Please indicate other sustainable activities if applicable:					
Estimated Cost of Proposed Façade work:				\$7,000	
Applicant must submit cost estimates for the proposed scope of work from a licensed contractor or materials provider.					

SIGN IMPROVEMENT INFORMATION (IF APPLICABLE)	
<p>A Façade Grant Application must include photographs of the building's current signage, which will be evaluated by the DDA. The DDA may request an upgrade to signage for a façade grant application to qualify for funding. New signage may be included in the cost of the façade grant project.</p> <p>Nonconforming signs will be required to be removed. Proposals for signage upgrades that are included in the façade project must comply with all applicable codes, ordinances, and regulations. Special consideration for projects will be given to signage upgrades that include projecting signs and pedestrian-scaled blade signs.</p>	
Number of Signs:	1
Cost of New Signage:	\$7,000
Type of New Signage:	<input checked="" type="checkbox"/> Wall Sign <input type="checkbox"/> Projecting Sign
Will the sign be illuminated?	Yes
If yes, how?: Back lit LED lighting.	
Please submit renderings of each sign and where they will be placed on the building. If you do not plan to change the signage, submit photos of your current signage.	

TOTAL COSTS AND GRANT REQUEST			
Cost of Façade Improvement:		Cost of Sign Improvement:	
\$0	+	\$7,000	=
			\$7,000
Amount Requested (50% of Total Cost, not to Exceed \$10,000):			\$3,500

Push through. Shoebox.

1	0.125" ROUTED ALUMINUM FACE & 1"X3" SHOE BOX
2	1/2" White Acrylic Push-Thru Letters
3	Sloan Led Prism12 White Modules
4	Counter-Sunk Screws Around Perimeter
5	Power Supply Inside Of Wireway With Removable Lid
6	Primary Circuit (By Others) To Be Within 3 Feet Of Sign
7	Wall Conduit For Secondary Wires
8	0.125" Aluminum Panell With 1.5" Bend On All 4 Sides
9	0.188" Thk X 1.5" W X 6" Long Flat Bar Weld To Back
10	Disconnect Switch
11	Service Label
12	Wall (Verify Wall Conditions)



Artwork.
Spelling.
Size.

☐ ☐ ☐

Location.
colors.
Project cost.

☐ ☐ ☐

CONFIDENTIAL PROPRIETARY DESIGNS AND CONCEPTS

ACCEPTANCE OF ARTWORK The drawing above is an artistic interpretation ONLY, elements may vary based on field measurements. This color proof is intended for verification of spelling, layout, color and composition. (PLEASE HELP AVOID UNNECESSARY COSTS BY CHECKING THIS PROOF VERY CAREFULLY) Signature constitutes authorization to proceed with specifications and conditions of this document as specified. All artwork and designs are property of New Generation Signs (signs) and may not be used without the expressed written permission of NGS. Signs are the Property of New Generation Signs until project payment is made in full.

Approval _____ Date _____



New Generation Signs
we go beyond and farther
Ph 586-759-5706 Cel 586-876-6706
11391 E 8 mile rd warren , michigan 48089

INVOICE

New Generation Signs
11391 E 8 Mile Rd
Warren, MI 48089

steve@isignsmich.com
+1 (586) 759-5706
https://isignsmich.com



Clear 2 Mortgage

Bill to

Clear 2 Mortgage
219 Main Street
Royal Oak, MI 48067

Ship to

Clear 2 Mortgage
219 Main Street
Royal Oak, MI 48067

Invoice details

Invoice no.: 1618
Terms: Net 30
Invoice date: 06/04/2024
Due date: 07/04/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		thank you	thank you for Allowing I signs and Designs the opportunity to provide the scope of work for	1	\$0.00	\$0.00
2.		Wall Sign	to provide an aluminum box with push thru lit up letters as agreed upon the drawings.	1	\$7,000.00	\$7,000.00
3.		Permit Fees	Customer is responsible for ALL permit & electrical fees and procurements. Procurement Fees are \$200.00 extra. City Permit Fees are not reflected in this estimate.	1	\$0.00	\$0.00
4.		50% Payment	50% Deposit required. Balance due at time of completion.	1	\$0.00	\$0.00

Total **\$7,000.00**

Ways to pay

BANK

[View and pay](#)

Thwing, Tim

From: Thwing, Tim
Sent: Thursday, July 11, 2024 9:52 AM
To: Chris Kas-Marogi; Solomon, Daniel
Cc: Schwanger, Carol
Subject: RE: Online Form Submittal: Contact Us - City Manager

Daniel,

If you have everything needed for DDA board consideration, please prepare a memorandum for the next DDA board meeting on July 24th. If you need additional information, please let Chris Kas-Marogi know asap. I will be out of the office on the 18th, 19th and 22nd.

Thanks

From: Chris Kas-Marogi <Chris@clear2mortgage.com>
Sent: Thursday, July 11, 2024 8:17 AM
To: Solomon, Daniel <DanielH@romi.gov>; Thwing, Tim <TimT@romi.gov>
Cc: Schwanger, Carol <CarolS@romi.gov>
Subject: RE: Online Form Submittal: Contact Us - City Manager

WARNING: This email originated from **outside** The City of Royal Oak. **Do not click on any links or open any attachments** unless you recognize the sender and are expecting the message.

Good Morning,

Do we have an update on this?

My contractor has approval from the city and has completed the construction on it. I am just delaying the installation because I am waiting on the grant approval.



Chris Kas-Marogi | President

Direct: (248) 970-0041 | Toll Free: (844) 554-0200 x101

Cell: (248) 882-8664 | NMLS# 1159930

www.Clear2Mortgage.com





[Click Here To Apply Now!](#)

From: Chris Kas-Marogi

Sent: Friday, June 14, 2024 1:41 PM

To: Solomon, Daniel <DanielH@romi.gov>; Thwing, Tim <TimT@romi.gov>

Cc: Schwanger, Carol <CarolS@romi.gov>

Subject: RE: Online Form Submittal: Contact Us - City Manager

Thank you!

Do you know when that meeting will take place? I just don't want them to begin on the sign just yet if it will be a little while out.



Chris Kas-Marogi | President

Direct: (248) 970-0041 | Toll Free: (844) 554-0200 x101

Cell: (248) 882-8664 | NMLS# 1159930

www.Clear2Mortgage.com



[Click Here To Apply Now!](#)

From: Solomon, Daniel <DanielH@romi.gov>

Sent: Friday, June 14, 2024 1:39 PM

To: Chris Kas-Marogi <Chris@clear2mortgage.com>; Thwing, Tim <TimT@romi.gov>

Cc: Schwanger, Carol <CarolS@romi.gov>

Subject: Re: Online Form Submittal: Contact Us - City Manager

Thank you, Chris. We will be in contact once reviewed and schedule you for an upcoming Infrastructure committee meeting for consideration.

Thank you,
Daniel

Daniel Solomon

Downtown Manager



Royal Oak
DOWNTOWN
DEVELOPMENT AUTHORITY

Meeting Date: 07/24/2024

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

MEMORANDUM

DATE: JULY 16, 2024

TO: MEMBERS OF THE DOWNTOWN DEVELOPMENT AUTHORITY

SUBJECT: **REQUEST FOR DD\$ ALLOCATION – ABE FASHION SHOW 2024**

The DDA has received a request from Director Laclave on behalf of AB&E and Channel Iris to provide funding for the 2024 AB&E Fashion Show. Attached is a copy of the request.

Last year at the August 16th, 2023, meeting the DDA unanimously adopted the following resolution:

Be it resolved, the DDA Board authorizes the Downtown Manager to administer payment of up to \$150 Downtown Dollars for up to 35 models hired for the Arts, Beats, Eats fashion show at an expense not to exceed \$5,416.25.

A copy of the materials provided at that meeting are also attached. The request is to provide payment of up to \$150 DD\$ to up to 35 models. The payment is a tiered arrangement as outlined by Director Laclave, models will be paid in accordance to how many related promotions activities they participate. The Yiftee fees/charges will also be deducted from the \$5,500 as occurred last year.

The Yiftee account currently has a balance of approximately \$27,053. Should the board allocate \$5,500 there will still be a balance of approximately \$21,553. The Marketing and Business Relations Committee has not reviewed the request for 2024.

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

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

Respectfully Submitted,

Timothy E. Thwing
Executive Director

Thwing, Tim

From: Noir Leather Inc. <noir@noirleather.com>
Sent: Tuesday, July 16, 2024 10:28 AM
To: Thwing, Tim
Subject: Downtown Dollars Request for 2024 AB&E Royal Runway Fashion Show

WARNING: This email originated from outside The City of Royal Oak. Do not click on any links or open any attachments unless you recognize the sender and are expecting the message.

Good Morning Tim,

I need to put in a request on behalf of AB&E and Channel Iris for the 2024 Royal Runway Fashion Show to allow \$5500 in downtown dollars to be utilized as payment for models. This is just like last year with the only change of an increase for \$500 dollars. What do you need from me so I can get this item on the agenda for the 24th?

- Arbor
Noir Leather Inc.
124 W. 4th Street
Royal Oak, MI 48067
248-541-3979



Royal Oak DOWNTOWN DEVELOPMENT AUTHORITY

Meeting Date: 08/16/2023

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

MEMORANDUM

DATE: AUGUST 10, 2023

TO: MEMBERS OF THE DOWNTOWN DEVELOPMENT AUTHORITY

SUBJECT: **REQUEST FOR DD\$ ALLOCATION – ABE FASHION SHOW**

At the August 1st meeting of the Marketing and Business Relations Committee a proposal was reviewed regarding using excess Downtown Dollars in the account to fund the payment of models for the Arts, Beats, Eats fashion show.

The Arts, Beats, Eats fashion show is a newly added attraction to the event and was created as a means to provide local apparel retailers the opportunity to show event attendees their offerings.

The request is to provide payment of up to \$150 DD\$ to up to 35 models. The payment is a tiered arrangements as outlined by Director LeClave, models will be paid in accordance to how many related promotions activities they participate.

The maximum allocation is as follows:

# of eGifts	Value of eGift	eGift Fees (3%+0.25/card)	Total
35	150.00	157.50+8.75	\$5,416.25

Within the Yiftee account there is currently an excess of approximately \$62,028 due to underutilized funds from Royal Oak Live 2023 and Royal Oak Pride 2023. Currently these funds are partially earmarked for the addition of a giveaway for the holiday event being planned by the Royal Oak Chamber of Commerce.

Should the board allocate these funds there will still be a fund of approximately \$56,612 which will provide ample resources for the holiday event.

It is the recommendation of the Marketing and Business Relations Committee that the DDA authorize this allocation of existing Downtown Dollars funds.

Should the DDA concur with this recommendation, the following resolution has been prepared for its consideration:

Be it resolved, the DDA Board authorizes the Downtown Manager to administer payment of up to \$150 Downtown Dollars for up to 35 models hired for the Arts, Beats, Eats fashion show at an expense not to exceed \$5,416.25.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'D. Hill', written over a horizontal line.

Daniel Hill
Downtown Manager

Thwing, Tim

From: Noir Leather Inc. <noir@noirleather.com>
Sent: Thursday, August 3, 2023 3:31 PM
To: Thwing, Tim
Cc: Hill, Daniel
Subject: Re: Fashion Show Proposal

WARNING: This email originated from **outside** The City of Royal Oak. **Do not click on any links or open any attachments** unless you recognize the sender and are expecting the message.

Hey Tim,

Of course, questions line by line:

- Fashion Show will only occur once, Saturday, Sept. 2nd @ 5:30PM

- No more than 35 Models total.

- It will take place within the festival footprint, on the H.O.D. Stage.

- Up to \$5250.00, \$150 DT\$ per model. The amount each model gets depends on their level of participation (amount of outfits worn, participation in marketing events to promote show, etc.)

DDA Sponsorship funds to ABE are being used to fund the fashion show to promote Downtown RO clothing retailers. I am the DDA representative liaising between ABE and a contracted group (Channel Iris) to recruit stores, organize the models, plan and produce the show.

As for the raised question which I will answer at the meeting as well, this event is in collaboration with ABE and the DDA's name is all over it and a DDA member (myself) is leading it. So in the future, if people do ask for DT\$ for things, if it's not a DDA-affiliated event, we shouldn't be paying for it if it doesn't directly benefit the city, period. We as a board just have to remember how to say no every once in a while to something that doesn't serve the city's best interest.

If you have any other questions, let me know.

- Arbor



Royal Oak
DOWNTOWN
DEVELOPMENT AUTHORITY

Meeting Date: 07/24/2024

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

MEMORANDUM

DATE: JULY 16, 2024

TO: MEMBERS OF THE DOWNTOWN DEVELOPMENT AUTHORITY

SUBJECT: **DRAFT MASTER PLAN – DOWNTOWN CORE/ACTIVITY CENTER**

DPZ CoDesign provided a draft Master Plan for the City of Royal Oak to the Planning Commission at its July 9th, 2024, meeting. The Planning Commission set the following dates as special meetings to review that document with DPZ CoDesign:

August 19th at 6:00 pm in city hall
September 16th & 17th at 6:00 pm in city hall

A copy of the draft Master Plan is available at www.planroyaloak.com

Attached are portions of the Master Plan that focus on the downtown core and/or activity center. The draft plan provides several recommendations from developing a downtown master plan and branding different districts in the downtown to removing a portion of the center street garage for better connectivity. Those and other recommendations are listed as 5.2.1 through 5.2.2 and are contained in the Summary of Actions and on page 73.

The last Downtown Development & Tax Increment Financing Plan was adopted April 15th, 2004, with the last downtown plan (task force report) approved in June 2014.

After reviewing the draft materials should the board have any specific recommendations, comments or direction, the board should adopt the appropriate resolution.

Respectfully Submitted,

Timothy E. Thwing
Executive Director



Royal Oak

Master Plan, 2050, Draft 06/07/24

Introduction

Summary of Actions

Section	Action	When	Cost
5.3.2	Encourage additional development within Woodward Corners, especially along Coolidge and Judson, including housing. This may be accomplished by providing structured parking in a public-private partnership in exchange for developing a more complete internal streetscape and the edge of Woodward.	Medium-Term	\$
5.3.3	Encourage housing development on the Corewell / Beaumont campus, whether the primary medical campus, its 13 Mile frontage, or additional Corewell / Beaumont holdings.	Short-Term	\$\$
5.3.4	Update the zoning code to enable mixed-use development and multi-story buildings in proximity to 13 Mile and Woodward.	Short-Term	\$\$
5.4.1	Update the zoning code to enable mixed-use development in this district, with required ground floor commercial along Delemere, however limit the height and intensity of development.	Short-Term	\$\$
5.5.3	Update the zoning code to enable mixed-use development in this district, with required ground floor commercial along Campbell and Bellaire.	Short-Term	\$\$
6.5.5	Pursue right-sizing of 11 Mile Road. This improvement should be combined with zoning changes to enable more development capacity while reducing driveway curb cuts and off-street parking, which interrupt future on-street parking.	Short-Term	\$\$\$\$
6.6.1	Revise minimum sidewalk widths to correspond with future land use categories and the anticipated amount of pedestrian activity.	Short-Term	\$\$
6.6.2	Require new private development to improve abutting sidewalks to the revised minimum width, including extension into the private property front setback where not enough space exists in the public right-of-way.	Short-Term	\$\$
6.6.6.0	As part of a zoning code update, change access management standards for non-residential uses to:	Short-Term	\$\$
6.6.6.1	Restrict driveways along front property lines where there are opportunities for access from an alley or side-property line;	Short-Term	\$\$
6.6.6.2	Require vehicular cross-access between abutting properties; and	Short-Term	\$\$
6.6.6.3	Restrict driveway width to the minimum required to meet access needs, typically no wider than 22ft for combined ingress and egress and 11ft for separated.	Short-Term	\$\$

Create a Downtown Plan

5.2.1	Develop a Downtown Master Plan.	Short-Term	\$\$
5.2.1.1	Identify a loop between Main and Washington, along with 4th, where the ground floor of buildings should be held to high standards, and focused on active uses as opposed to private offices, parking, apartments, or other non-public facing and non-active uses.	Short-Term	\$\$\$

Introduction

Summary of Actions

Section	Action	When	Cost
5.2.1.2	Brand the different districts within downtown to reinforce their identities, such as the civic center, station district, and college district, including district-focused signage.	Short-Term	\$\$\$\$
5.2.1.3	Provide streetscape improvements throughout downtown, including crosswalks, seating, bicycle parking, trees, lighting, and other streetscape elements.	Short-Term	\$\$\$\$
5.2.1.4	Study reducing Main Street from 4- to 3-lanes with a median.	Medium-Term	\$\$\$\$
5.2.1.5	Study parking supply reallocation and a south Main Street parking structure, or dual-use of an updated OCC structure, to balance parking access.	Medium-Term	\$\$\$\$
5.2.1.6	Study a public plaza in place of the smaller 6th street parking lot to provide public open space in the southern portion of downtown.	Medium-Term	\$\$\$\$
5.2.1.7	Study a new transit center on the parking lot along the railroad, including re-use of the existing transit center, and a new public plaza.	Medium-Term	\$\$\$\$
5.2.2	Offer publicly owned surface parking lots for development, in exchange for attainable and affordable housing as part of the development program, and needed retail spaces like a downtown market.	Medium-Term	\$

Update the Recreation Plan

2.4.2	Study opportunities for underground stormwater storage within parks, especially in the northern half of the city. Some opportunities are identified in the Recreation Plan, in reaction to flooding issues in parks like Isabel and Myron Zucker. The next Recreation Plan should investigate this potential in detail.	Short Term	\$\$\$\$
2.4.3	Study opportunities for dual-use surface stormwater storage within parks. Earth moving associated with such spaces could be used to create kid-friendly play spaces that include elevation changes, and sledding opportunities during winter. The next Recreation Plan should investigate this potential in detail.	Short Term	\$\$\$
2.7.3	Use regional partnerships (and associated funding) to improve stormwater management in parks while improving them and upgrading amenities. (see Stormwater section)	Short Term	\$
4.3.1	Develop a new Recreation Plan beyond 2027, including and evaluation of access to amenities for each city district and neighborhood to ensure distributed access to amenities.	Short Term	\$
4.3.2	Create and identify with signage wellness circuits and resources (parks, recreation centers, the farmers market, food markets, and clinics) as part of the greenway circulation system, addressed in the mobility recommendations.	Short Term	\$\$\$
6.9.4	In Parks provide benches, trash and recycling receptacles, bike racks and repair stations, and pedestrian-oriented lighting. (S-CAP 2.1.6)	Medium-Term	\$\$\$

Develop a Tree Canopy Plan

2.6.2	Evaluate areas of the city that are lacking in tree canopy and target for tree improvements. (S-CAP 5.1.1) This should be prioritized along neighborhood greenways and safe routes to schools.	Immediate	\$
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Introduction

Future Land Use Structure

1.1. Future Land Use Structure

A master plan's primary requirement is to identify the desired and anticipated future land uses throughout the City. Future land use is the basis for decision making about future changes to zoning districts, including evaluating rezoning requests, but does not directly change zoning. Previous iterations of Royal Oak's future land use map and categories were very similar to the zoning map, however future land use is intended to be more broad and aspirational in nature. Because future land use is not zoning, multiple zoning districts should be applicable for each land use category. Even neighborhood residential reflects the fact that today there are single-family zones with larger and smaller lot sizes, often in close proximity. Corridors reflect a wider range of zones and land uses. Rather than duplicate zoning, future land use describes a broader condition.

Future land use categories in this master plan describe and reinforce the city's historic structure. (See Figure 1) The most active place is downtown, which is surrounded by low-scale, mostly single-family residential neighborhoods. Important regional roads run between these neighborhoods and have small scale commercial areas at regular intervals as well as a mixture of uses along their trajectories. Parks and schools are well distributed throughout the city. Differences arise in the conversion of industrial areas to areas of retail business and housing. This process began with the city's south industrial area, as is beginning to happen to the north. To respond to growth pressure while keeping that growth out of stable neighborhoods, the city's larger non-residential areas are intended to become more mixed-use, combining housing and businesses in formats similar to downtown.

The future land use map describes a significant tapestry of neighborhood residential areas not intended for growth, areas of higher intensity intended for growth, downtown and activity centers, and areas for lower intensity growth along major roadway corridors. Additionally Woodward is identified for its unique characteristics and local and regional aspiration for change. By focusing growth in activity centers, neighborhood nodes, and corridors, the city is best situated to meet its overarching goals of increasing sustainability, aging in community, and attainable housing while limiting impacts to lower-scale neighborhoods.

1.2. Future Land Use Categories

Future land use categories describe the general character that different portions of Royal Oak should exhibit in the future. These are not zoning, rather they describe the broader characteristics of a collection of properties as well as public spaces such as streets, parks, and schools, that collectively create places of different types, or place types.

Neighborhood Residential

This place type is characterized by single-family housing lots of various sizes with detached buildings set back from the sidewalk, and infrequent, historic duplex and small multi-family buildings, with significant tree canopy on public and private properties. Neighborhood residential is intended to preserve the existing scale and principally single-family use of the city's residential neighborhoods.

Neighborhood Edge

This place type is characterized by a medium scale of buildings, up to 3 stories, with some on site open space. Uses are principally residential with a limited mix of housing types: small-to-medium residential lots, some attached buildings including duplexes, townhomes, and small multi-family buildings, along with occasional, small-scale commercial uses. Buildings are located near to the sidewalk with most tree canopy provided by street trees, occasional trees in front setbacks, and additional trees at the rear transition to neighborhood residential land uses. Where neighborhood edge is mapped on existing commercial corridors, it is intended to encourage a transition to residential uses over time.

Mixed-use Corridor

This place type is characterized by a medium scale of buildings, up to 4 stories, occupying most of their site. Uses are principally residential with a varied mix of housing types: frequently attached buildings including duplexes and townhomes, but more typically small and medium multi-family buildings, along with occasional ground floor commercial and other small-scale commercial uses. Buildings are located very near to the sidewalk and rely on street trees for most tree canopy. Where a mixed-use corridor designation is mapped on existing commercial corridors, it is intended to encourage a transition to mostly residential uses over time.

Neighborhood Node

This place type is limited in scale, typically up to one block on both sides of a street, characterized by a mix of uses focused on serving nearby residential neighborhoods with retail and services. Generally, it consists of non-residential and mixed use buildings, and attached and multi-family housing. Parking is typically handled on-street and in surface lots behind buildings.

Neighborhood Main Street

This place type is a neighborhood-scaled main street, characterized by a mix of uses with ground floor commercial uses along one or more blocks, typically not longer than ¼ mile in length, serving nearby residential neighborhoods with retail and services. The scale is larger than a neighborhood node, which supports a wider variety of businesses. Buildings are generally attached and located very close to the sidewalk, with active businesses and heavily glazed storefronts lining the street. Many buildings are multi-story, with upper floor apartments or offices. Parking is typically handled on-street and in surface lots behind buildings.

Woodward Corridor

This place type includes most properties along the Woodward Corridor, which include mostly commercial uses with occasional office buildings and multi-family housing. Over time, the Woodward Corridor is intended to include more residential uses and smaller scale non-residential uses to balance requirements for parking and curb cuts with the safety of roadway users along Woodward and compatibility with Neighborhood Residential areas behind. This is part of a larger regional effort to improve the beauty, safety, success, and function of Woodward and the land uses along it.

Activity Center

This place type is a destination for residents throughout the City, characterized by a very active multi-block main street or other significant commercial spaces, supported by multi-family housing within the activity center and surrounding corridors. Uses include a full range of commercial, retail, food & beverage, institutions, and offices, serving larger segments of the city and surrounding communities. This place type consists of medium-scale, multi-story

attached buildings and occasional large, special purpose buildings. Parking is typically handled on-street, in structured garages, and surface parking lots behind buildings.

Downtown Core

This place type is a regional destination, providing businesses and activities for residents of Royal Oak as well as nearby cities. Downtown is intensive and complex, and provides more substantial entertainment and dining options than Activity Centers, as well as a focused concentration of offices in addition to tall, multi-family buildings. Parking is typically handled in municipal structured garages and on-street, supplemented by privately owned garages.

Parks and Schools

Parks and schools are elements of other place types, like neighborhoods and activity centers, identified as parks or schools in the future land use to ensure they remain active recreational spaces and to recognize the role of parks and schools in the structure of the city.

Other Open Space

Other open space includes publicly or privately owned cemeteries, golf courses, and the zoo. These are substantial places that complement the surrounding land uses but are clearly distinct. They are labeled as open space because they are mostly impervious with few buildings compared to neighborhoods or downtown. The mix of buildings, parking, and landscape vary distinctly by the unique characteristics of each specific use.

Industrial

This place type is characterized by a concentration of manufacturing and industrial uses. Generally, this place type consists of medium and large lots, with large-format detached buildings and surface parking.

Introduction

Future Land Use Structure

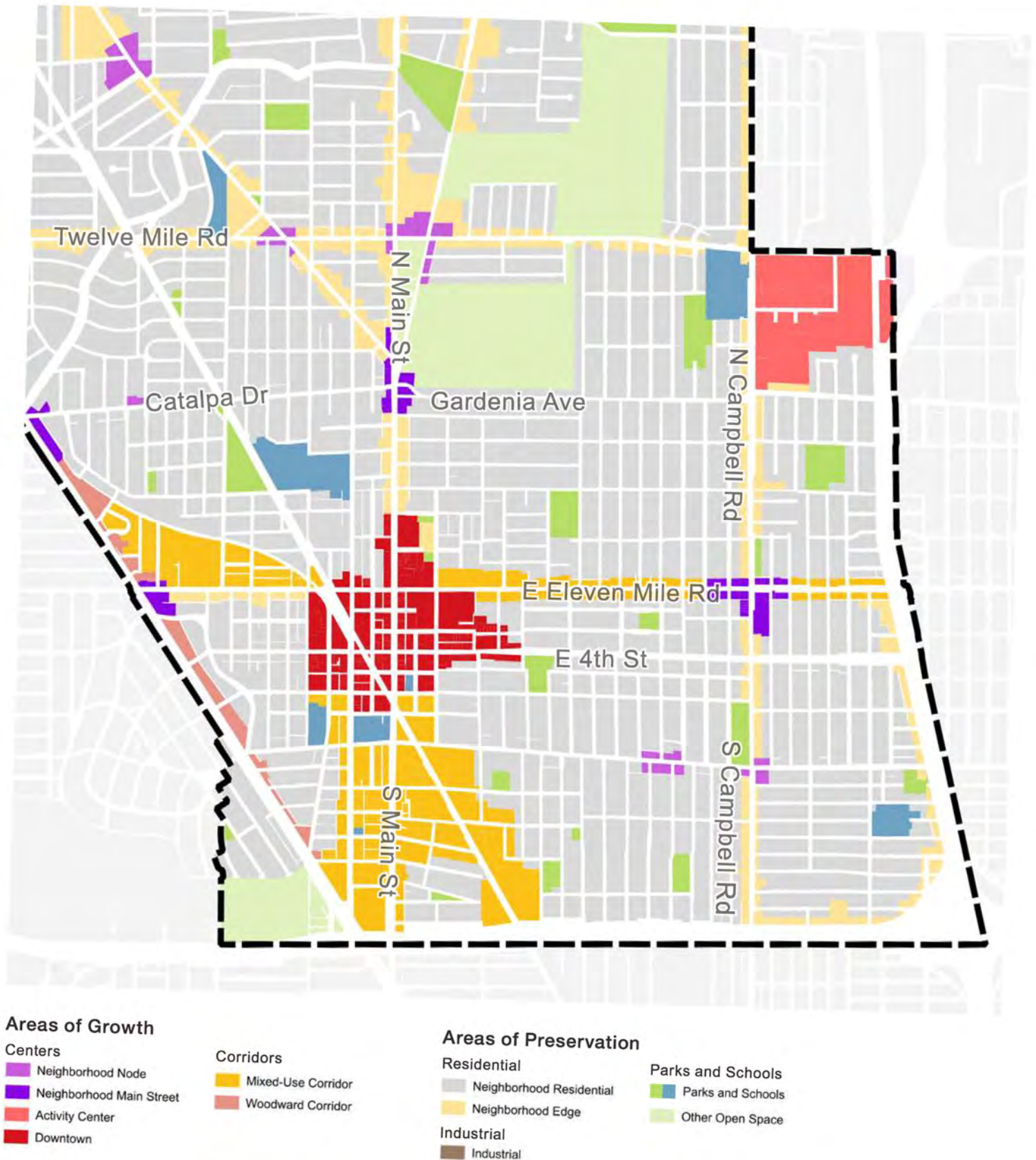


Figure 4. Future Land Use Map: South

Reinforce Activity Centers

Downtown

doesn't provide housing that is needed to address issues of housing cost, aging in community, and to support local businesses. In many instances, activity centers would benefit from a clearly defined boundary within which uses can be concentrated. Commercial uses outside of these areas should be discouraged, other than those within neighborhood main streets and nodes. Concentrated commercial and mixed use districts are most successful. They are able to develop a clear identity and sense of place and support cross shopping—shopping at more than one business in a single trip. Cross shopping increases customer frequency across businesses and more efficiently uses parking spaces. In order to reduce surface parking and its climate impacts, public on street parking and structured parking is needed in activity centers. Today, locations to invest in public parking outside of downtown are unclear, principally because the other activity centers do not yet have identities and edges.

Activity centers outside of downtown should become walkable, mixed use districts, appropriately scaled to their context. Downtown is the most significant center in the city and should remain as such. Near 12 Mile and Campbell, a main street could emerge where former manufacturing

and logistics uses have begun to convert to retail, services, and offices. At 13 Mile and Woodward, the areas around the CoreWell Beaumont campus have the potential to become a significant center of activity, anchored by a major employer and easily accessible by regional commuters. And the Delemere industrial area, which has begun to convert to retail and services, has significant potential for redevelopment as a mixed use district. Its proximity to parks and large land area support quite a lot of housing, which would in turn support main street businesses, easily accessible to much of northern Royal Oak.

5.2. Downtown

Royal Oak's downtown is active, but there are many improvements possible to increase both its economic health and its success as an activity center for Royal Oak. Downtown's transition from the low scale, historic streets of Main, Washington, and 4th has progressed haphazardly, resulting in a number of "dead-zones:" street spaces that lack active ground floor spaces like retail, food, lobbies, and other spaces where goods or people are frequently visible from the sidewalk. Main streets and downtowns

need the pedestrian experience to be high-quality within their core shopping areas. Most pedestrians will avoid walking by parking lots, blank walls, dark windows, and empty storefronts, what we refer to as "poor-quality frontages". (See Figure 32) The downtown can tolerate some degree of poor-quality frontages, but only to a limited extent. Repairing degraded frontage conditions is important for the success of Downtown, prioritized in a manner that reinforces downtown's structure.

Michigan cities and towns are typically centered around an active, multi-block, retail main street, like those towns along Grand River Ave, or by a larger downtown district, such as those found in Jackson, Ann Arbor, and Grand Rapids. Royal Oak exhibits a transitional condition between these types, with parallel north-south

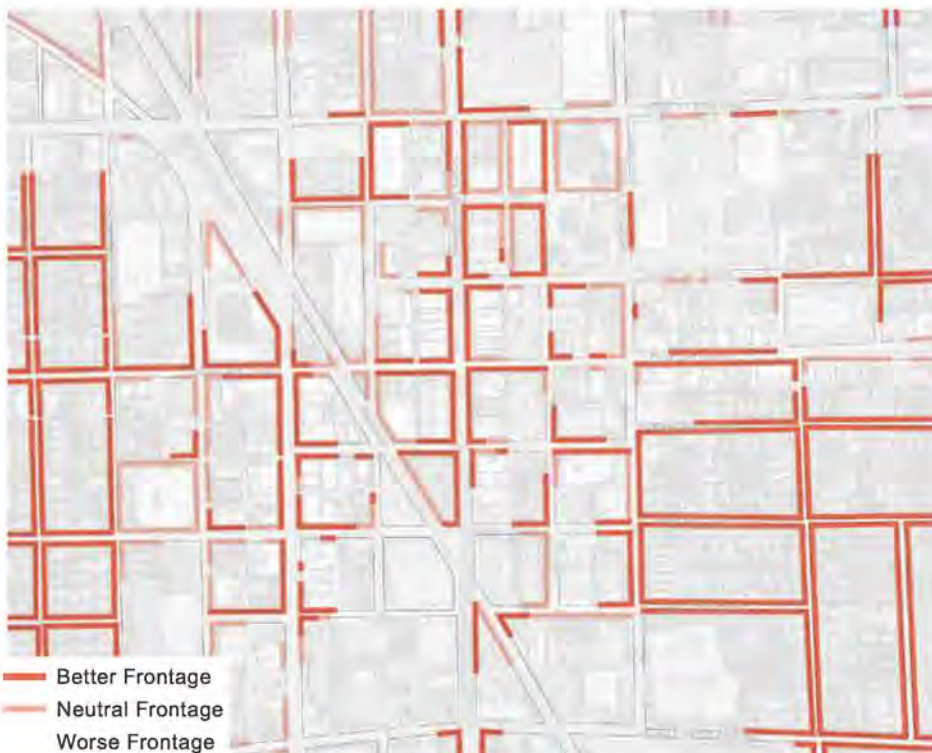


Figure 32. Downtown Area Frontage Quality

Reinforce Activity Centers

Downtown

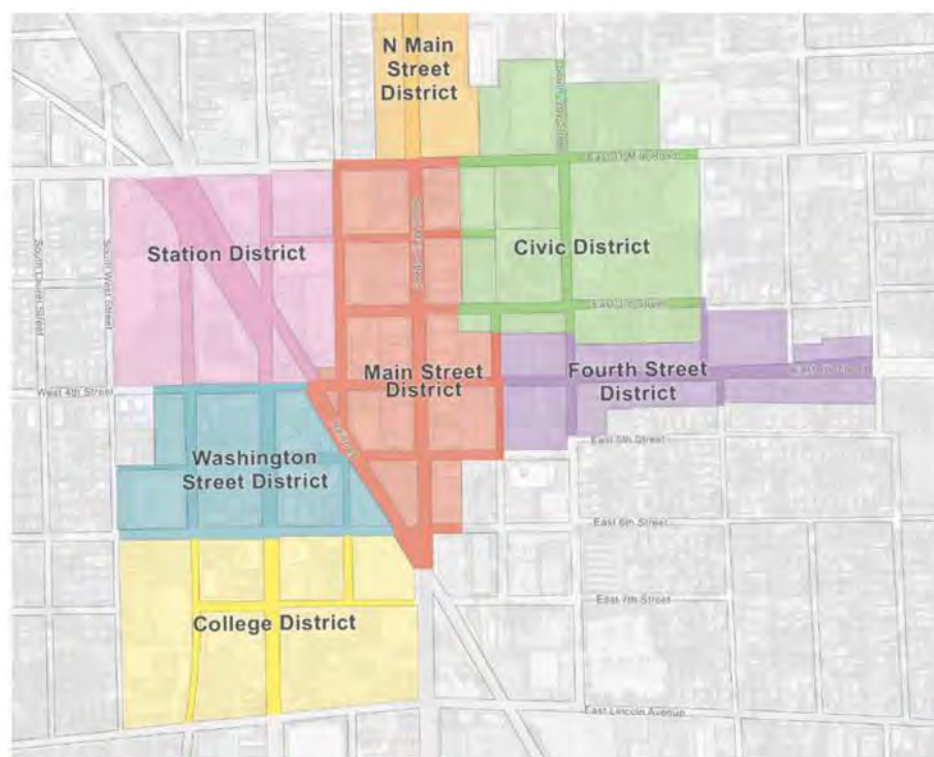


Figure 33. Downtown Sub-districts

retail streets that lack sufficient activity along east-west connections. The next stage of transition for Royal Oak is to reinforce a loop of pedestrian activity connecting Main and Washington, north and south of 4th, to allow patrons a continuous, high-quality experience. Not every street in downtown needs to have uninterrupted high-quality, rather the primary retail loop and 4th should be the focus. This can be achieved by a combination of zoning regulations, incentive and assistance programs, and replacing surface parking lots. The loop and 4th street should also receive priority when adding streetscape improvements such as lights, benches, trash and recycling containers, and crosswalks. (See Figure 34)

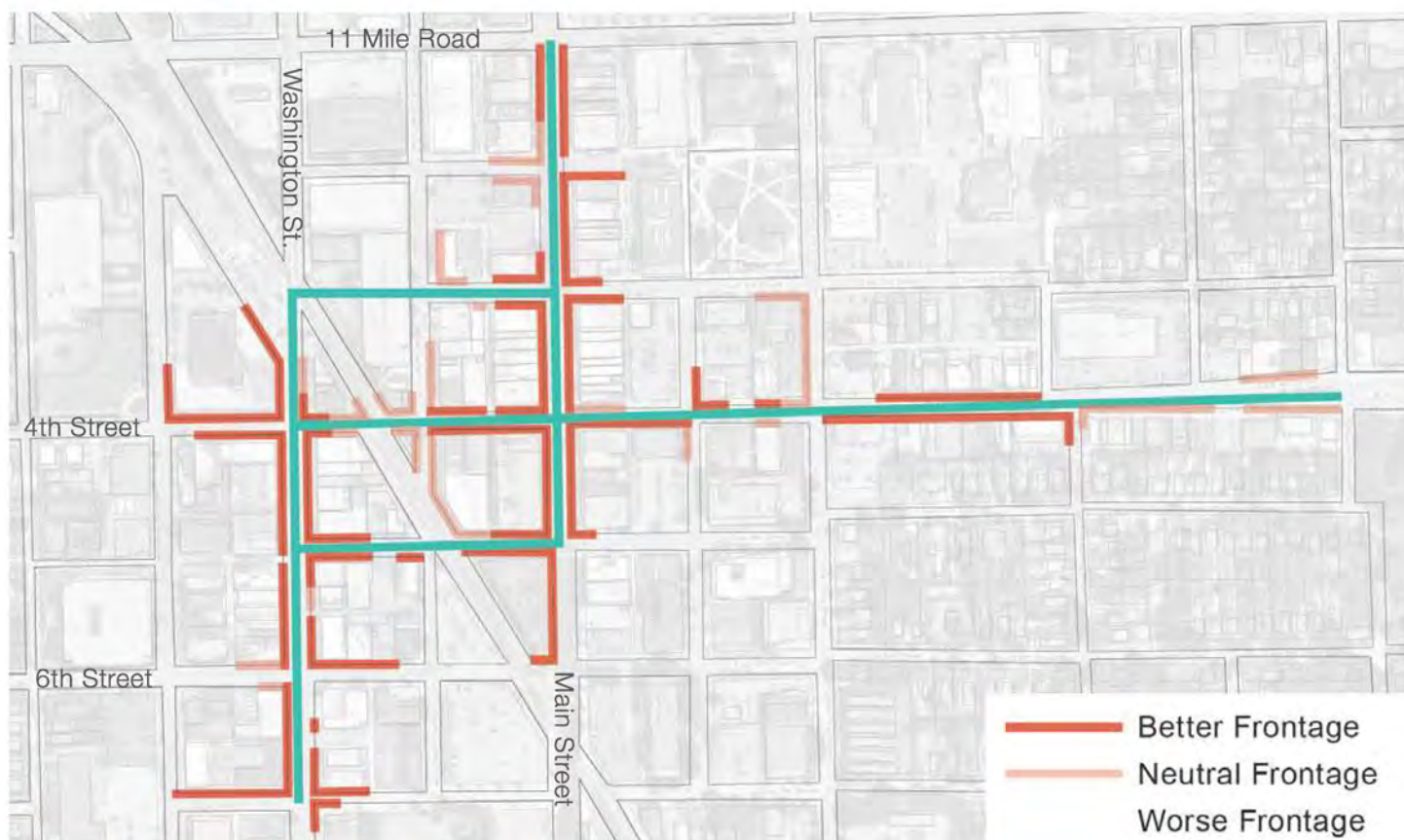


Figure 34. Downtown Loop and Frontage Quality

Reinforce Activity Centers

Downtown



Figure 35. 3rd Street Parking Garage Redevelopment

Given its multiple Main Streets and the rail line, Downtown Royal Oak is a complex place. This structure can be reinforced by defining a series of downtown districts, each with its own identity, but interconnected within the overall downtown. (See Figure 33) These districts include the Downtown Core, a Civic District (including Centennial Commons, the Library, the Farmers Market, etc), College District (at OCC), Station District (at Amtrak), and East 4th. Each of these should center on a public space that is appropriate for its context. Each district's identity should be supported by public art, street sign toppers, light pole banners, and other branding opportunities. Over time, the distribution of businesses could be curated by the Downtown Development Authority in order to reinforce district identity. For instance, the goal of retaining local small businesses and arts could be reinforced by branding East 4th street as the arts district.

Connectivity between downtown districts and a high-quality pedestrian loop is critical. In most downtowns, railroads are significant barriers to connectivity. Luckily in Royal Oak, the railroad has crossings at every street. With regularly connected streets and small blocks the main barriers to pedestrian movement in downtown are Oakland Community College (OCC) to the south and the 3rd street parking

garage. OCC is positioned at the southern end of downtown, and rather than being a barrier, it helps to form the end of the overall downtown district. South of Lincoln, Main Street should take on a more residential character, albeit relatively high density, with another small node of commercial activity around Holiday Market. The remaining barrier is the 3rd street parking garage. This garage is nearing its end of life and needs to be replaced. It may not be necessary to replace all of the parking spaces in the

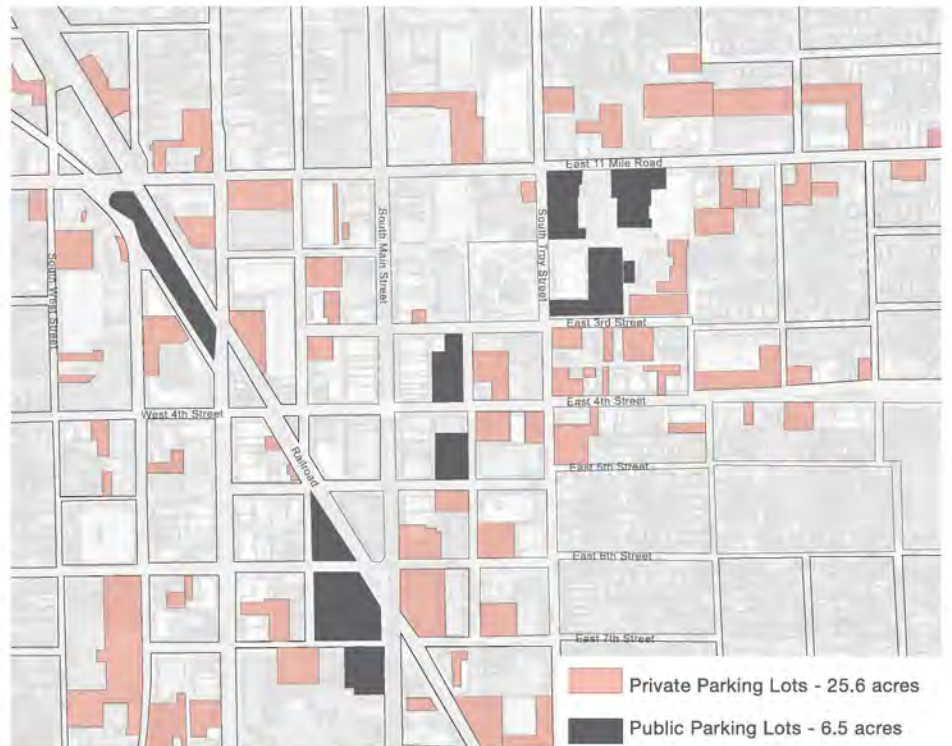


Figure 36. Downtown Surface Parking Lots

Reinforce Activity Centers

Downtown

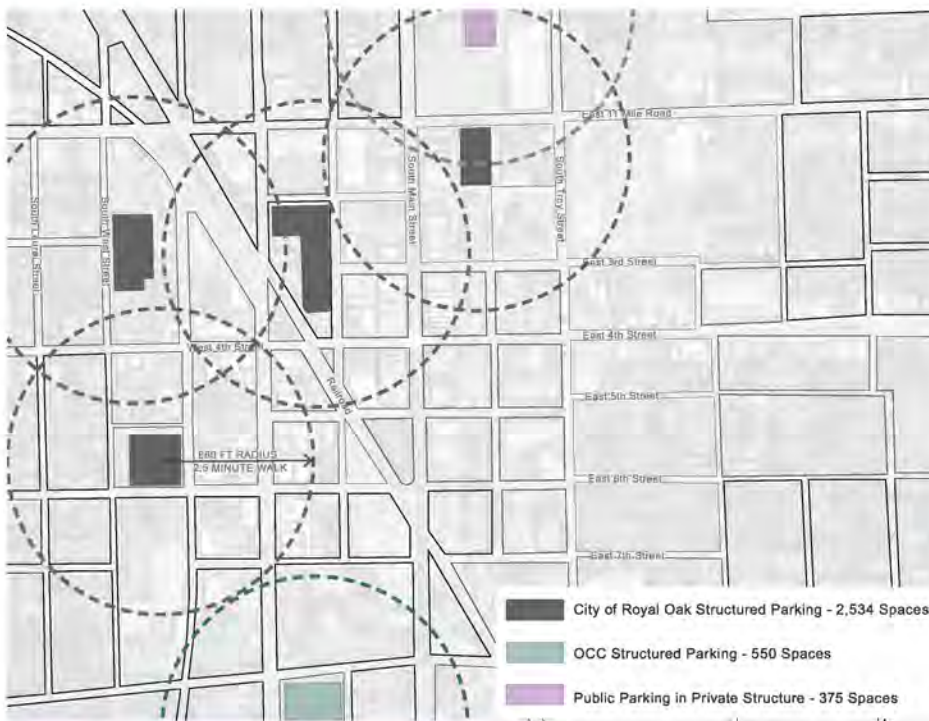


Figure 37. Downtown Structured Parking

garage, as discussed later. Rather the connection along 3rd street should be opened to Washington Ave and the proposed train station and plaza, also discussed later. Redevelopment of this site could provide some parking but principally housing and commercial needs that are missing in the downtown area, including groceries and hardware, tenants that do not pay high rents. (See Figure 35) The city's ability to leverage public land in downtown should include the opportunity to lease space for businesses that would benefit area residents, below the going market rate. Liner business spaces in parking garages, like the space at the corner of 2nd and Center, could also be offered at significantly reduced rents to encourage new businesses. However, note that this particular space is hindered by surrounding poor-quality frontages and will not be a viable business space until the older adjacent parking garages are redeveloped and the surface parking lot across the street is also redeveloped.

Like many downtowns, Royal Oak's needs housing and has far too many surface parking lots, interrupting the high-quality pedestrian experience and reducing the district's success. (See Figure 36) Surface parking lots are convenient for downtown visitors, but they erode the quality of street frontage, degrading the performance

of Downtown. As reported in the 2023 Downtown Parking Study, 40% or more of the parking spaces downtown are not utilized at peak times and the city already provides an above average amount of public parking as a percentage of the overall parking supply. Additionally, public investments in parking have provided a substantial amount of structured parking spaces in downtown. The majority of downtown is well served by nearby structured parking, the most significant gap being in the south Main Street area. (See Figure 37) Royal Oak would benefit from improving frontage quality by replacing surface parking lots with buildings, including additional housing, and in the south Main Street area structured parking. In November 2023, the city advanced a proposal with YMCA to redevelop a downtown surface parking lot for active

use, including residences, setting a valuable precedent. Downtown needs more housing; residents provide customers and activity along sidewalks when they are normally quiet, and tend to represent both younger and older demographics, supporting a diversity of businesses. Housing is a crucial part of sustaining a mix of uses necessary to support both the social and economic qualities of the city center.

The downtown streetscape is also a critical element of downtown success. Along the priority improvement loop, Main, Washington, and 4th, there should be benches, bike parking, trash and recycling, newspaper boxes, street lights, and street trees. Many of these elements exist today but there are a number of gaps. Additionally the street lights, while in a preferred, traditional design, should be considered for replacement with dark sky friendly luminaires. However the light source should be diffused, not directly visible which is a significant issue with LED luminaires, which needs to be evaluated carefully in order to achieve both dark sky goals and light diffusion. Downtown crosswalks are generally well marked and include ADA compliant ramps and mats. But some future improvements should be considered: every crosswalk segment should

Reinforce Activity Centers

Downtown

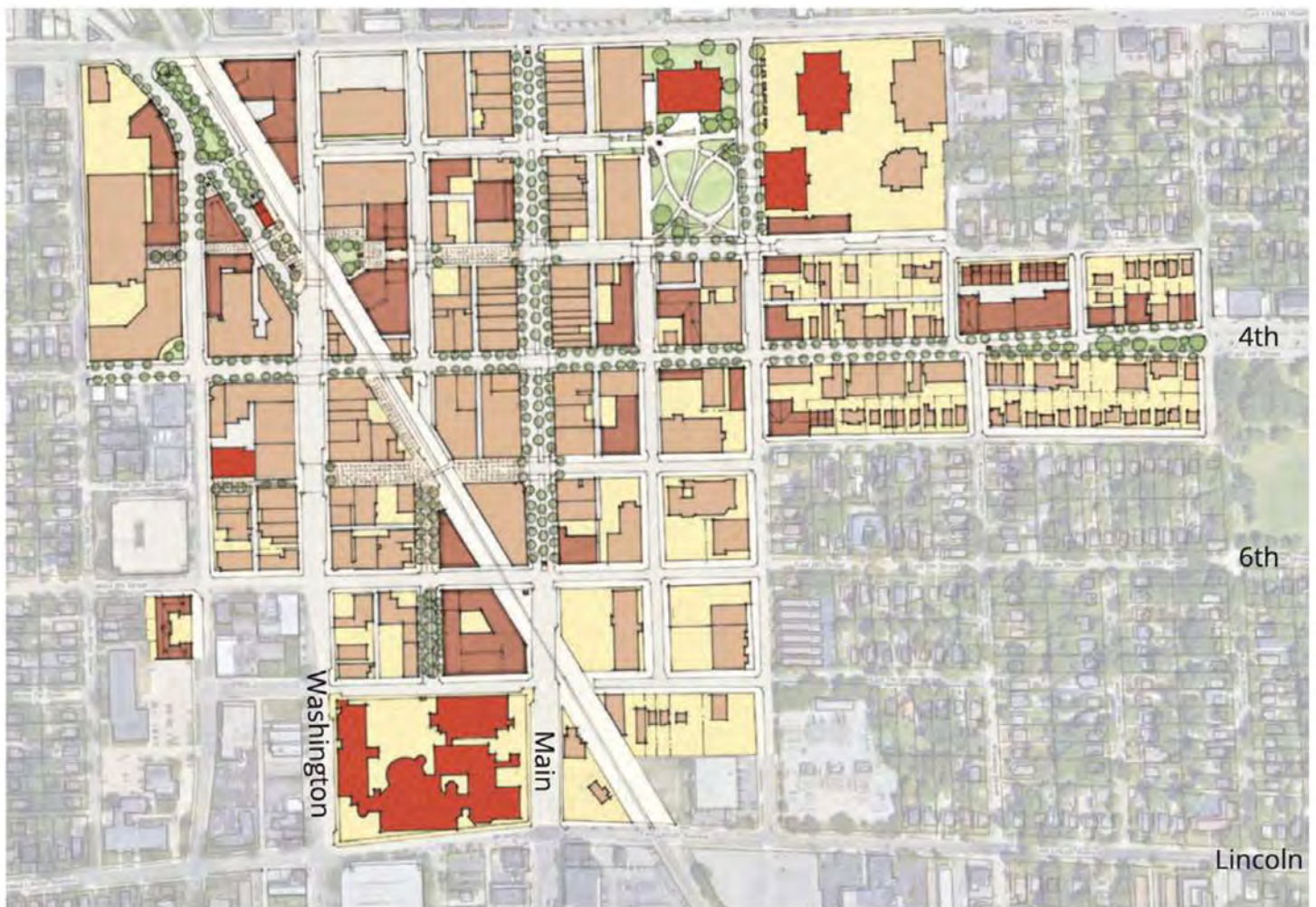


Figure 38. Downtown Improvements

Reinforce Activity Centers

Downtown



Figure 39. Train Station and Station Area Improvements, Looking South from 11 Mile



Figure 40. Train Station and Station Area Improvements, Looking North from 4th Street

have a crossing, pedestrian signals should all be automatic with timers, and the radius of the curb and crossing distance should be more carefully analyzed. The last point is particularly technical. When the curb has a large radius, it is easy to make a turn at higher speed, which is concerning for pedestrians. There is a careful balance between narrowing the distance to cross with curb extensions or bump-outs where the sidewalk area extends to include the space used for on-street parking, and with the radius of the curb. Curb extensions result in a larger curb radius, however they narrow the street crossing. The overall downtown streetscape should be studied in greater detail, especially in the areas identified for improvement.

The north end of Washington Street is a particularly important location to improve. The street's unique character is

clearly different from Main Street, but it doesn't have a clear termination, rather it dribbles in activity around the theater, which should be an active district anchor. The Amtrak station, its parking lot, and the Smart bus terminal all contribute to the degraded public environment, despite the high quality shopfronts in the theater building. Streets need high-quality frontage on both sides, and the whole station area's lack of civic quality infrastructure erodes the potential of Washington Street as a whole, and its connection back to Main Street. Dreaming big, the area would benefit from a proper train station and multi-modal hub, replacing the Amtrak surface parking lot and integrating the Smart hub across Washington Street. (See Figure 39 and Figure 40) People arriving or leaving Royal Oak by train - which should become more common in the future - need to arrive at a place with character and vibrancy, not

Reinforce Activity Centers

13 Mile and Woodward

an uncovered platform next to a parking lot. A proper train station is a significant civic investment that could change the character of downtown and anchor Washington Street, creating a station district. A small public plaza should frame the entry to the train station at Washington Street and Sherman Drive. On the opposite side of the station, a small park and playground could be constructed to take advantage of the slope up to the railway. Parking is not a concern because there is a public parking garage only a block away - closer than parking for most train stations. This is Royal Oak's future front door which should represent the community's aspirations.

Overall, the downtown area is a significant asset for Royal Oak, but could benefit from a series of improvements, embracing its complexity and reinforcing its structure and assets. (See Figure 38)

Actions

5.2.1 Develop a Downtown Master Plan, including:

- Identifying a loop between Main and Washington, along with 4th, where the ground floor of buildings should be held to high standards, and focused on active uses as opposed to private offices, parking, apartments, or other non-public facing and non-active uses.
- Brand the different districts within downtown to reinforce their identities, such as the civic center, station district, and college district, including district-focused signage.
- Streetscape improvements throughout downtown, including crosswalks, seating, bicycle parking, trees, lighting, and other streetscape elements.
- Consideration for reducing Main Street from 4- to 3-lanes with a median.
- Parking supply reallocation and study of a south Main Street structure, or dual-use of an updated OCC structure, to balance parking access.
- Consideration for a public plaza in place of the smaller 6th street parking lot to provide public open space in the southern portion of downtown.

- Study of a new transit center on the parking lot along the railroad, including re-use of the existing transit center, and a new public plaza.

5.2.2 Offer publicly owned surface parking lots for development, in exchange for attainable and affordable housing as part of the development program, and needed retail spaces like a downtown market.

5.2.3 Update the zoning code to include a form-based zoning district for the downtown that focuses on the quality of building ground floors and encourages infill growth.

5.3. 13 Mile and Woodward

With the major draw of Corewell Beaumont Hospital, large commercial properties, and its location along the Woodward corridor, the intersection of 13 Mile and Woodward could evolve into a downtown-like activity center. Today the area is very much car oriented, as would be expected on Woodward. However, very nearby, Ferndale's downtown is centered on Woodward, and Birmingham's abuts it. Over time both cities intend for their interface with Woodward to better balance cars and pedestrians and bicycles. While Royal Oak's downtown is removed from Woodward, the intersection at 13 Mile could serve as the public face for Royal Oak to those traveling along the Woodward Corridor. (See Figure 41)

This plan's Woodward strategy is to reduce the lower quality, low scale retail along much of the corridor, focusing the retail on more significant intersections. 13 Mile and Woodward has a significant capacity for growth. Structured parking is needed to allow surrounding parking lots to be infilled with additional commercial uses and housing. The surface parking at Memorial Park is well sized for structured parking. Additional structured parking that is privately funded or funded by public private partnership could be provided at Woodward Corners. While a recent development, Woodward Corners could support more buildings if there were less surface parking, lining its internal streets as well as Woodward.



Royal Oak
DOWNTOWN
DEVELOPMENT AUTHORITY

Communication and PR Yearly Impact Report

July 1, 2023 - June 30, 2024



Executive Summary

In June, we culminated our impactful partnership where, for the past year, we focused on generating continued and sustained media coverage to raise awareness for the Royal Oak DDA, partners, stakeholders and members.

This effort positioned Downtown Royal Oak as the nexus of an incredible community to live, work, and play.

This impact report represents results from July 1, 2023 - June 30, 2024.



1.226B+
reached through media



Earned Media Results



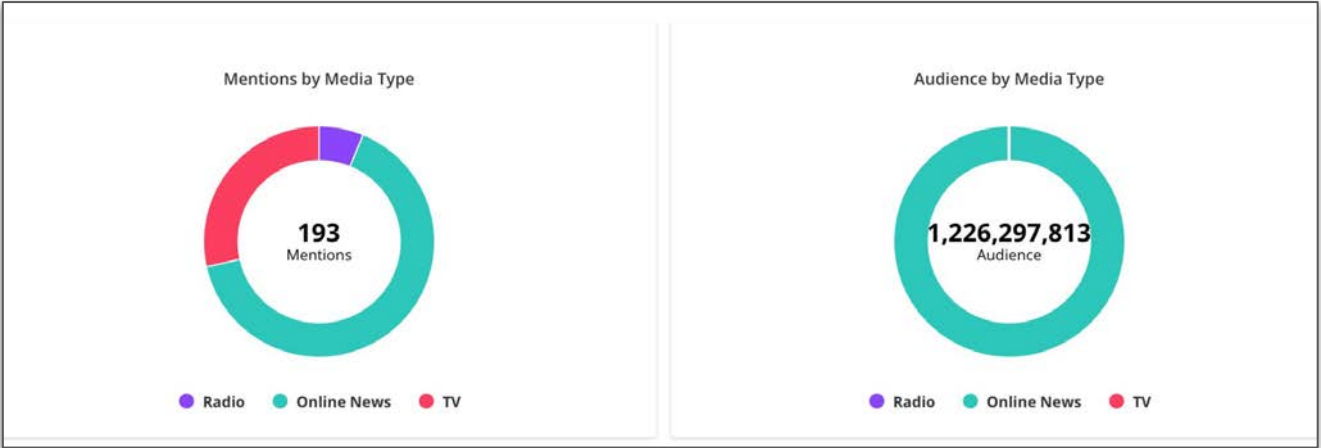
EARNED MEDIA

Impact:

- From July 1, 2023 - June 30, 2024, our media campaigns focused on promoting the Royal Oak DDA's events and supporting the businesses that make up the downtown district.
- Media campaigns included: Wine Stroll, Restaurant Week, Small Business Saturday, new downtown business spotlights, National Beer Day, Valentine's Day, I Love Royal Oak drawing contests, Jolly Days, and more!

1.226B+ audience reach

July 1, 2023 - June 30, 2024
Media Coverage



Click [here](#) for the full media report for July 1, 2023 - June 30, 2024

2024 Media Coverage

FOX 2

D E T R O I T



Detroit Free Press

Royal Oak
REVIEW



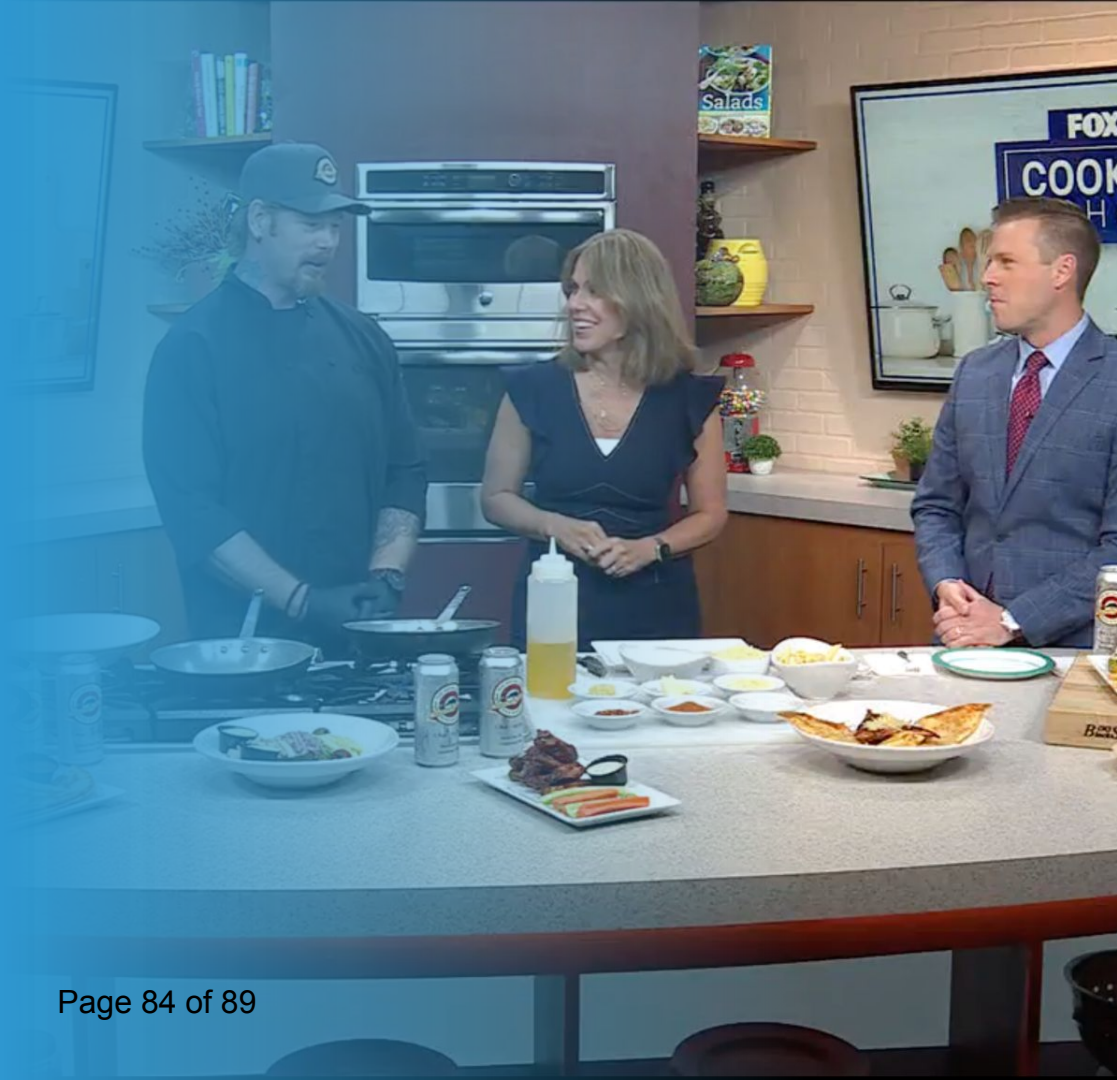
OAKLAND COUNTY MOMS

COMMUNITY RESOURCE FOR FAMILIES IN OAKLAND COUNTY & SOUTHEAST MICHIGAN SINCE 2005

CBS DETROIT



Key Performance Indicator Results



KPIs

(July 2023 -
September
2023)

GOALS

Clearly and effectively communicate key initiatives and programs

Generate positive stories about Downtown Royal Oak

Raise awareness for the value of the Downtown Development Authority

KPIs

- Hit 11,000 followers on IG 🕒
The Downtown Royal Oak account hit 10.7k followers.
- Hit 30% open rate in all e-newsletters ✅
The open rate was greater than 40% in Q3.

Note: The KPIs above are being collaborated on with Siren and the Royal Oak DDA.

- Reach an audience of 1M through news media ✅
We reached an audience of more than 1M in Q3.
- Schedule 5-6 interviews with DDA and/or local businesses ✅
Five interviews were coordinated in Q3.

- Create “welcome packet” for new and current business owners ✅
The first draft was written and provided for review.

KPIs

(October 2023 -
December
2023)

GOALS

Clearly and effectively communicate key initiatives and programs

Generate positive stories about Downtown Royal Oak

Raise awareness for the value of the Downtown Development Authority

KPIs

- Hit 11,500 followers on IG ⌚
The Downtown Royal Oak account hit 11.1k
- Hit a 34% open rate in all e-newsletters ✓
An email was not sent in October; November and December were tracked and exceeded 35%.

Note: The KPIs above are being collaborated on with Siren and the Royal Oak DDA.

- Reach an audience of 1.5M through news media ✓
We reached an audience of more than 1.5M through Q4.
- Schedule 5-6 interviews with DDA and/or local businesses ✓
Five interviews were secured in Q4.

- Finalize “welcome packet” for new and current business owners ⌚
The first draft was written and provided for review.

KPIs

(Jan. 2024 -
June 2024)

GOALS

Clearly and effectively communicate key initiatives and programs

Generate positive stories about Downtown Royal Oak

Raise awareness for the value of the Downtown Development Authority

KPIs

- Hit 12,000 followers on Instagram 🕒
The Downtown Royal Oak account is at 11,700 followers

Note: The KPIs above are being collaborated on with Siren and the Royal Oak DDA.

- Set up 5-6 interviews with DDA and businesses per quarter
✓ *We secured more than 15 interviews*
- Secure 2-3 TV segments featuring Downtown Royal Oak businesses per quarter
✓ *We secured more than six television segments*

- Finalize copy for Welcome Packet for businesses
✓ *Daniel has final copy for welcome packet*

This & That (other deliverables +)

Strategy

- Participated in biweekly strategy meetings and calls with the DDA's Downtown Manager to identify potential media campaigns and additional opportunities for impact.
- Partnered regularly with stakeholder businesses, the Royal Oak Chamber, the Royal Oak Restaurant Association, and other entities on important efforts like Wine Stroll, Restaurant Week, Royal Oak in Bloom, and more that brought visibility - and visitors - to downtown Royal Oak.
- Actively participated in strategic conversations with the Royal Oak DDA and partners to ensure communication goals and priorities were met.
- Collaborated with DDA partners on media strategy and across all of the DDA's communication channels.
- Provided talking points and regular media training so that partners felt confident in advocating for themselves and their businesses to the publications they interviewed with.
- Amplified press releases and other materials from stakeholders to give an additional boost for earned media.



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