



Royal Oak
DOWNTOWN
DEVELOPMENT AUTHORITY

Meeting Date: 01/20/2015

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

MEMORANDUM

DATE: January 13, 2016

TO: MEMBERS OF THE DOWNTOWN DEVELOPMENT AUTHORITY

SUBJECT: **ZOO PARKING – LICENSE AGREEMENT RENEWAL
AND REQUEST TO DUMP SNOW**

Since 2009 the DDA has allowed the Detroit Zoological Society to use the Main/696 property for parking when the zoo had special events. The charge has continually been \$500 per day used.

A copy of the standard license agreement updated with 2016 dates is attached for the Board's review and approval. The zoo has also requested permission to dump their snow on the DDA's property. If the DDA is interested in granting permission for that activity I would suggest it be done as an addendum to the original parking agreement so they can be dealt with separately.

City Manager Johnson has suggested that the parking fee be increased to \$1,500 per day of use as well as items related to any snow dumping; see attached communication. Also attached is a communication from Greg Rassel in regards to the snow dumping.

Should the Board wish to approve the agreement, the following resolution has been provided for its consideration:

Be It Resolved, the Royal Oak Downtown Development Authority (DDA) hereby approves the license agreement with the Detroit Zoological Society that will allow the Zoo to park cars on the DDA's (Main/696) property, subject to the terms and conditions of said agreement; and

Be It Further Resolved, the DDA hereby directs staff with assistance from the city attorney to prepare an addendum allowing the Detroit Zoological Society to dump snow (from zoo) on the DDA (Main/696) property, pursuant to the terms and conditions as outlined by the DDA, and

Be It Further Resolved, the DDA hereby authorizes the Executive Director to execute the license agreement and addendum.

Respectfully Submitted,



Timothy E. Thwing
Executive Director

Enclosure/attachment

Timothy Thwing

From: Alicia Martin [amartin@dzs.org]
Sent: Thursday, December 03, 2015 4:18 PM
To: Timothy Thwing
Cc: Alexis Means; Paul R. Good
Subject: RE: Executed License Agreement: Signature Required
Follow Up Flag: Follow up
Flag Status: Completed

Hi Tim,

We would like to begin the renewal process for 2016 offsite parking. Please let us know if you have any concerns. If not, please forward the agreement to us for 2016 so that we may sign it.

Also, Alexis is requesting that you call her. We are requesting the DDA's permission to remove some snow from our parking lot to the offsite parking lot, as accumulation occurs this winter.

Kind regards,

Alicia L. Martin, CPP, CPPM

Purchasing Manager

Detroit Zoological Society

8450 W. 10 Mile Rd., Royal Oak, MI 48067

P: (248) 336-5700

E: amartin@dzs.org

Alicia Martin

Purchasing Manager

Detroit Zoological Society | 8450 W. 10 Mile Rd., Royal Oak, MI 48067

Phone: (248) 336-5700



Celebrating and Saving Wildlife | 🌲 Please consider the environment before printing this email

Timothy Thwing

From: Donald E. Johnson [DonJ@ci.royal-oak.mi.us]
Sent: Tuesday, January 05, 2016 4:10 PM
To: Timothy Thwing
Subject: Re: FW: Executed License Agreement: Signature Required

I think the fee is too low. They are paying OCC \$1,500 per day.

A fee for snow dumping and some restrictions on snow dumping are needed. We can't have them dumping just anywhere. They can't interfere with DPS.

-Don

Donald E. Johnson
City Manager
City of Royal Oak, Michigan

donj@romi.gov
248-246-3205

Timothy Thwing

From: Gregory Rassel [GregR@romi.gov]
Sent: Thursday, January 14, 2016 3:32 PM
To: 'Timothy Thwing'
Cc: Ray, Richard
Subject: RE: FW: Executed License Agreement: Signature Required

Yes the southern edge. If when we get a major storm that requires us to dump there have them contact the DPS to coordinate.

From: Timothy Thwing [mailto:TimT@ci.royal-oak.mi.us]
Sent: Thursday, January 14, 2016 3:27 PM
To: 'Rassel, Gregory'
Subject: FW: FW: Executed License Agreement: Signature Required

Greg,

Is there an area of the 696 site where the Detroit Zoo could dump snow, see below....

LICENSE AGREEMENT

This Agreement is entered into this ____ day of _____, 2016, between the CITY OF ROYAL OAK DOWNTOWN DEVELOPMENT AUTHORITY, a public body corporate created pursuant to Act No. 197, Public Acts of Michigan 1975, as amended, with offices at 211 Williams Street, Royal Oak, Michigan 48068 (the “DDA”) and the DETROIT ZOOLOGICAL SOCIETY, a Michigan non-profit corporation with offices at 8450 W. Ten Mile Road, Royal Oak, Michigan 48068 (the “ZOO”).

WHEREAS, the DDA is the owner of certain real property located in the City of Royal Oak (the “Property”), which is more particularly described on Exhibit A and depicted on Exhibit B, both of which are attached hereto and incorporated herein by reference; and

WHEREAS, the DDA has received a request from the ZOO to use the Property for purposes of parking for its patrons, invitees and guests from April 1, 2016 to October 31, 2016; and

WHEREAS, the DDA has agreed to permit the ZOO to use the Property for these purposes, subject to the terms and conditions contained in this Agreement;

THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, the DDA and the ZOO agree as follows:

1. License. The DDA hereby grants a license to the ZOO to use the Property from April 1, 2016 through October 31, 2016 for the sole purpose of parking vehicles belonging to the ZOO’s patrons, invitees and guests. The ZOO acknowledges that on Friday, September 2; Saturday, September 3; Sunday, September 4; and Monday, September 5, the City of Royal Oak will be using the Property for parking for the Arts Beats & Eats Festival and that on those dates, parking on the Property will not be limited to the ZOO’s patrons, invitees and guests. On these dates the City of Royal Oak will be charging and collecting a fee per vehicle.
2. Consideration. For each day that the Property is used, the ZOO shall pay the DDA the sum of **five hundred dollars (\$500.00)**. The ZOO will provide a report to the DDA, in the form of an invoice, by the 5th of each subsequent month of use. The report will identify the date(s)

the Property was utilized for the purpose described in Section 1 above. The ZOO will not be required to provide a list of dates the property will be utilized because attendance is the variable determining factor and not events. The ZOO can not predict the dates that the Property will be utilized.

3. Indemnification. The ZOO, for itself and its successors and assigns, agrees to indemnify, defend and hold the City of Royal Oak, the DDA, their elected and appointed officials, employees, agents, personal representatives, attorneys, volunteers and others working on behalf of the City and the DDA, harmless, from and against, and shall be totally responsible for satisfying, any suit, demand, judgment, loss, cost, expense, damage, liability, or obligation of every kind or nature, including without limitation, reasonable attorney's fees and litigation costs, that the City or the DDA may suffer or incur for any reason, arising out of, related or associated with this License Agreement and/or the use of the Property by the ZOO, its agents, guests, licensees or invitees, other than any claim arising out of the negligence or willful misconduct of the City, the DDA, or their elected and appointed officials, employees, agents, personal representatives, attorneys, volunteers and others working on behalf of the City or the DDA.
4. Insurance. The ZOO shall obtain and maintain comprehensive general liability insurance in an amount not less than one million (\$1,000,000) dollars combined single limit liability, with an insurance carrier licensed and in good standing with the state of Michigan and acceptable to the DDA. Umbrella coverage in the amount of one million dollars (\$1,000,000.00) may also be used if the general liability coverage is less than one million dollars (\$1,000,000.00). The ZOO further agrees to reimburse the DDA for any deductible costs or claims expenses arising from any claims or suits filed against the DDA. These requirements should not be interpreted as limiting the liability of the ZOO under this Agreement.

5. Additional insured; Cancellation notice. The DDA shall be added as a named insured to the ZOO's general liability insurance policy. The additional insured on the certificate of insurance shall read as follows:

"City of Royal Oak, City of Royal Oak Downtown Development Authority, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers."

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

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

6. Ingress and Egress. The ZOO shall permit ingress and egress into and out of the Property in the manner approved by the City of Royal Oak, which is depicted on Exhibit B. Traffic patterns and traffic control in and around the Property will be determined in the sole and absolute discretion of the Royal Oak Police Department.
7. Maintenance and Signage. During the term of this Agreement, the ZOO shall provide and be responsible for traffic control devices, line marking, signage and barricades in the designated parking area. These materials shall be removed from the Property each evening if it is anticipated that the Property will not be used the following day. The City of Royal Oak will provide traffic control devices outside the Property. When the Property is in use, the ZOO shall be responsible for the removal of all litter and debris from the Property. The ZOO acknowledges and agrees that it shall pay and be responsible for any and all expenses or costs which it may incur or be assessed against the Property in connection with, or as a result of, this Agreement and the use of the Property, and shall hold the DDA and the City of Royal Oak harmless from any costs or expenses so incurred.
8. Condition of the Property. The ZOO acknowledges that it has examined the Property, knows the condition thereof, and that no representations have been made by the DDA as to the condition of the Property upon which the ZOO has relied. The ZOO accepts the Property in an "as-is" condition.

9. Damage to the Property. The ZOO agrees to repair and/or replace any damage to any portion of the Property as a result of its use pursuant to this Agreement. All costs for such repair or replacement, and all work performed, shall be the responsibility of the ZOO. The City Engineer shall have the sole discretion to determine when the Property is in need of repair or replacement. Upon termination of this Agreement, the ZOO shall restore the Property to its original condition.
10. Termination. This Agreement may be terminated by either party for any reason upon seven (7) days written notice.
11. Governing law. This License shall be governed by and interpreted under the laws of the State of Michigan.

WITNESSES

DOWNTOWN DEVELOPMENT AUTHORITY

Timothy E. Thwing, Executive Director

DETROIT ZOOLOGICAL SOCIETY

By:
Its:

Approved as to form:



Mark O. Liss, Interim City Attorney
January 5, 2016

EXHIBIT A
Legal Description

LAND SITUATED IN THE CITY OF ROYAL OAK, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

PART OF LOTS 21, 34, 35 AND 36 AND ALL OF LOTS 22 AND 23 OF "LUCKING'S SUBDIVISION" AND PART OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13 AND 14 AND ALL OF LOTS 15, 16, 17 AND 18 OF "ROYAL COURT SUBDIVISION" AND PART OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 AND ALL OF LOTS 11, 12, 13, 14 AND 15 OF "ROYAL COURT EXTENSION SUBDIVISION" AND PART OF A 15' WIDE PUBLIC ALLEY (VACATED) AND PART OF MARYLAND AVENUE (VACATED), BEING A PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 21, TOWN 1 NORTH, RANGE 11 EAST, CITY OF ROYAL OAK, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT DISTANT S 00E10'03" WEST, 230.00 FEET FROM THE NORTHWEST CORNER OF LOT 78 OF SAID "HUDSON & HANNAN SUBDIVISION NO. 2"; THENCE SOUTH 89E58'21" EAST, 474.23 FEET; THENCE SOUTH 00E02'09" EAST, 416.23 FEET; THENCE NORTH 89E49'58" WEST, 327.31 FEET ALONG THE NORTHERLY LINE OF I-696 FREEWAY; THENCE NORTH 32E50'40" WEST 88.17 FEET; THENCE NORTH 35E07'42" WEST, 106.71 FEET; THENCE NORTH 28E15'50" WEST, 70.53 FEET; THENCE NORTH 89E42'28" WEST, 4.00 FEET; THENCE NORTH 00E10'03" WEST, 192.01 FEET ALONG THE EASTERLY LINE OF WASHINGTON AVENUE (100' WIDE) TO THE POINT OF BEGINNING. CONTAINING 180,701 SQUARE FEET OR 4.15 ACRES.

Ingress/Egress
Bar codes placed around
access drive

Right turn only onto Washington Ave.
Signage to be provided by
City.

Ingress/Egress
Microchips (12.5' x 10') w/9
Access Drive

