

**DOWNTOWN DEVELOPMENT AUTHORITY
CITY COMMISSION CHAMBERS
ROYAL OAK, MICHIGAN
www.ci.royal-oak.mi.us**

**August 26, 2010
Regular Meeting
4:00 p.m.**

Present

Luigi Cutraro
Kat Fegley
Donald Johnson
Jason Krieger
Shirley Smith
Katherine Wilkinson
Peter Webster

Absent

James Domanski
William Harrison

Staff

Timothy Thwing, Executive Director

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AGENDA

- 1. Call to Order**
- 2. Public Comment**
- 3. Arts Beats & Eats – Amendment to Festival Agreement**

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AGENDA

1. CALL TO ORDER

Executive Director Thwing called the meeting to order at 4:00 p.m.

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2. PUBLIC COMMENT

There were none.

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3. ARTS BEATS & EATS – AMENDMENT TO FESTIVAL AGREEMENT

MOVED by Director Smith
SUPPORTED by Director Krieger

WHEREAS, ABE owns, produces and operates an arts and entertainment festival called Arts, Beats & Eats; and

WHEREAS, in December of 2009, the City, the DDA and ABE entered into a Festival Agreement to allow ABE to produce and operate an arts and entertainment festival in downtown Royal Oak during the Labor Day weekend, as amended by a First Amendment to Festival Agreement more clearly defining the footprint for the festival; and a Second Amendment to Festival Agreement eliminating a specific prohibition of firearms on the festival premises; and

WHEREAS, Section 4(h) of the original Agreement provided that the City/DDA may charge no more than \$10.00 per motor vehicle for parking during the Festival; and

WHEREAS, ABE, the City Manager, and our parking contractor are recommending we charge higher rates for downtown parking than for remote (shuttle) parking; and

WHEREAS, the City, the DDA and ABE have agreed to amend Section 4(h) to increase the maximum parking fee to \$15.00;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the original Festival Agreement, as amended by the First Amendment to Festival Agreement and the Second Amendment to the Festival Agreement, the City, the DDA and ABE agree as follows:

1. Section 4(h) of the Festival Agreement, as amended by the First Amendment to Festival Agreement and the Second Amendment to the Festival Agreement, shall be amended to read as follows:

h. Provide parking for the Festival. The City/DDA may charge no more than \$15.00 per motor vehicle during the Festival. Any increases in parking must be approved by ABE and the City/DDA. All parking revenue from City owned lots charged during the operating hours of the Festival will be applied toward City related expenses for the Festival, which include,

without limitation, Police and law enforcement coverage, EMS coverage, DPS service, staff for parking garages, and to repay the DDA for its sponsorship contribution.

Once such reimbursements are made, the City agrees to give ABE 20% of net parking revenue.

- 2. All other terms and conditions of the Festival Agreement, as amended by the First Amendment to Festival Agreement and the Second Amendment to Festival Agreement, shall remain in full force and effect.

BE IT FURTHER RESOLVED, that the Downtown Development Authority hereby approves the Third Amendment to Festival Agreement with the City and Arts, Beats and Eats, Inc.; and

LET IT BE FURTHER RESOLVED, that the Executive Director is hereby authorized to execute the Third Amendment on behalf of the Downtown Development Authority.

THE MOTION CARRIED UNANIMOUSLY, 7-0.

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

MOVED by Director Johnson
SUPPORTED by Director Krieger

TO ADJOURN the DDA special meeting of August 26, 2010.

THE MOTION CARRIED UNANIMOUSLY, 7-0.

The meeting adjourned at 4:12 p.m.

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Timothy E. Trwing, Executive Director
Downtown Development Authority

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