



Special Meeting of the DDA Board of Directors September 8, 2020 – 8:00 a.m.

The meeting will be held via video conference in compliance with Executive Order 2020-75, issued by Michigan Governor Whitmer, temporary authorization of remote participation in public meetings and hearings. Members of the public body and members of the public participating electronically will be considered present at the meeting and may participate as if physically present at the meeting.

September 8, 2020 at 8:00 a.m. - to consider the extension of the Special Event “Reopening Plan for Downtown Northville” and Social District that is currently scheduled to expire on October 31, 2020.

Zoom link: <https://us02web.zoom.us/j/82095978954>

Telephone: 301-715-8592

Webinar ID: 820 9597 8954

AGENDA

1. Call to Order – Shawn Riley
2. Audience Comments (3-minute limit)
3. Extension of “ReOpening Plan for Downtown Northville” and Social District (Attachment 3)
4. Extension of Downtown Music Series (Attachment 4)
5. Board and Staff Communications
6. Adjournment – Next Meeting September 15, 2020



DDA Communications

To: Northville DDA

From: Lori Ward, DDA Director

Subject: Extension of Reopening Plan for Downtown Northville

Date: September 8, 2020

Background:

The DDA, working with the business owners, developed a Reopening Plan for Downtown that has been in effect since June 16th. The Plan has provided the businesses the opportunity to reopen safely and with the maximum capacity allowed under the Governor's Executive Orders. Three separate tools were used to implement the Reopening plan. First, the City Council approved a Special Event Application that closed E. Main Street between Center and Hutton and N. Center Street between Main and Dunlap. This allowed the restaurants to expand their outdoor dining areas onto public property including the sidewalks, parking lanes, streets, and city plazas. Retail establishments were allowed to display merchandise on City sidewalks. The DDA has provided background music on Friday and Saturday nights. The second tool required the downtown restaurants to obtain a Limited Permanent Outdoor Service Area Permit. This permit, issued by the Michigan Liquor Control Commission (MLCC) allows the restaurants to enlarge their approved seating area temporarily through October 31st with all inspections happening at the local level. There was no fee for these permits and the applications were approved within one week. The third tool was the establishment of the Northville Social District. The City approved the establishment of a Social District which allows participating restaurants to sell alcohol, in a special cup, that can be carried out of the restaurant and consumed in a delineated Commons Area. This program has 7 participants and kicked off on August 21st.

Analysis:

The 3 tools that were utilized to assist businesses reopen to their maximum potential, have proven to be very successful. The restaurants and retail both have experienced increased sales. The DDA has been carefully monitoring the program to ensure that it remains clean and safe. Recently DDA staff was approached by several downtown restaurant owners with concern about what happens next. Both the Special Event Application and the MLCC Limited Permanent Outdoor Service permit area set to expire on October 31st. This would leave the restaurants with limited outdoor tables on the sidewalk distanced 6' apart (1-2 tables) and indoor tables at 50% capacity and socially distanced 6'.

A zoom meeting with restaurant owners was held a few weeks ago to discuss what to do when the weather turns cold. Several restaurants are uniquely situated next to a public plaza where they can set up tents or other more substantial structures for the winter. Other restaurants have expressed a desire to keep their outdoor dining areas open longer into the fall, utilizing space heaters. And finally, there are several restaurants who would like to install tents with heaters for the winter that would remain in the street. As the DDA found with the other tools that were implemented, there is no one-size fits all solution. The City may have to look at several solutions to address the different challenges that the restaurants face given their locations.

The restaurant owners who participated on the zoom meeting have asked that the Special Event Application be extended through March 1, 2021. In addition, after consultation with staff at the MLCC, the restaurants would need to convert their Limited Permanent Outdoor Service Area Permit to a Permanent Outdoor Service Area Permit. When the City ends the Special Event, which allows the expanded outdoor dining, and withdraws their permission to be in the street, the restaurants would cancel their permit. The City has never had the streets closed during the winter and is working hard to address the issue of snow removal during this time period. The City reserves the right to reevaluate the road closure each month and to make any adjustments that they deem necessary.

The DDA has sent out a survey to the business owners downtown to see if they would like the streets to remain closed through “late fall or potentially through the winter” or if they would like the roads to reopen on November 1, 2020. The survey was sent out to the downtown business community and 42 responses have been received to date. Of the 42 responses, to date, ½ of which are service/office businesses only 6 have been negative. (See attachment A) DDA staff will present updated information on the survey at the DDA meeting.

Budget:

The DDA Board of Directors will need to authorize additional funds through the budget amendment process to cover the cost of additional staffing and clean up expenses downtown.

Recommendation:

DDA staff recommends the Northville DDA Board of Directors approve the extension of the Reopening Downtown Special Event to March 1, 2021 which would allow the roads to remain closed to vehicular traffic.

Businesses were contacted and asked if they would support the continued closure of Main & Center Streets after October 31, 2020

Name	Business Name	Category	Option	Location
Paul Gabriel	Browndog Creamery	F	Y	E. Main
Will Hundley	Tuscan Café	F	Y	E. Main
Brian Maiorena	160 Main	F	Y	E. Main
John Casey	Poole's Tavern	F	Y	E. Main
Simply Wine	Simply Wine	R	Y	N. Center
Dan Delano	Edward Jones	S	N	W. Main
Kathy McLallen	Keller Williams Advantage	S	Y	N. Center
Koko Bedrossian	KB Jewelers	R	Y	N. Center
Orin Jewelers	Orin Jewelers	R	Y	E. Main
Rick Franks	Live Nation	S	N	W. Main
Alicia Racine	Adorn Flowers	R	Y	E. Main
Alicia Racine	Sugar Lu's	R	Y	E. Main
Theresa Schierloh	Dancing Eye Gallery	R	Y	N. Center
Mishelle Lussier	Table 5	F	Y	E. Main
Mishelle Lussier	Lucy and the Wolf	F	Y	E. Main
George Farah	LeGeorge	F	Y	E. Main
Lauren Beras	Lorla's	R	Y	N. Center
Edward Postif	Postif Interiors	S	N	N. Center
Randy Bizer	Randy Bizer, LMSW	S	Y	N. Center
Ted Chapikas	The Accounting Office	S	Y	S. Center
Shari Bilkie	Sigma Investments	S	Y	E. Main
Nancy Kapolnek	BKM, CPAs	S	Y	N. Center
Nick Kouba	Center Street Grill	F	Y	N. Center
Andreea Gligore	Stemville	S	Y	N. Center
Jennifer Walker	Wealth Advisors	S	Y	Dunlap
Pru Kauffman	Dear Prudence	R	N	N. Center
Joan Moore	Arbor Consulting	S	Y	E. Main
Joette George	RealLiving	S	Y	W. Main
Jim Welch	Amaze Travel	S	Y	E. Main
Janet Larsen	Healing by Touch	S	Y	W. Main
Cris Doering	American Legion	S	Y	N. Center
Jen	Pearaphernaliz	R	Y	E. Main
Troy Gorman	Gorman Law	S	Y	S. Center
Tony Piccoli	Cobbler's Corner	S	N	E. Main
Derek Blaire	Northville Gallery	R	Y	E. Main
Jay Tower	Epiphany Kitchens	S	Y	N. Center
John Kelly	Kelly & Kelly	S	Y	E. Main
Craig Lescoe	National Realty Specialist	S	Y	W. Main
Debra Herndon	State Farm Insurance	S	Y	W. Main
Amy Bonser	Mod Market	R	Y	Mary Alex.

Jason Welch	WWK Investments	S	N	N. Center
Lisa Monterosso	Planet Fitness, Corporate	S	Y	W. Main
Dave Cole	Great Harvest	F	N	W. Main
Rebecca Goode	Rebeccas	F	Y	N. Center
Others				
Jennifer Luikart	Mill Race Village	S	Y	Mill Race
Diana Wallace	Maybury Farm	S	Y	Maybury
Gabrielle Guthrie	Amity Coworking	S	Y	Ford Plant
Kevin DeGrood	N. Center Brewing	F	Y	N. Center
Sue Taylor	Nothville Art House	S	Y	Cady Street
Total				
* F + Food/Restaurant		10	22.73%	
R = Retail		11	25.00%	
S = Service		23	52.27%	
Yes		37	84.09%	
No		7	15.91%	
Total		44		

Comments to Survey #3 on Reopening Downtown

Please do not keep the roads closed. Open up as soon as possible.

No one sitting outside after November 1. Heaters waste of time and money. This is Michigan not Florida.

If city says we are going to continue w street closures into the winter. Many business will "feel pressure" to engage outside. They will spend money on new structures for the cold weather concept and it will be miserable failure.

Yes, 100% yes! Fire pits and portable heaters! People will really be confined indoors this winter, why not keep it going and give them an option for outdoor distance socializing.

Many of our local business are very fragile right now and they should not be spending money on some dream that January outdoors will be profitable. They need to budget properly to make sure they are still open and in business in May when the weather breaks.

Yes...we are in favor of whatever would help the retailers and restaurants! We have had no real complaints about the detours.

Love, love, love this idea! We're (myself + family/friends) downtown about 50% more at least than we ever were and would love the cozy atmosphere of a fall / winter setup.

For the special event expiration, if that can be extended through the winter, that way we can plan some events to utilize our outdoor space if we want to (special events, good weather, etc) that would be huge.

Yes. I would like it to continue.

We at Amaze Travel are supportive, so YES keep the roads closed plan going as long as possible and reasonable. I hope that even when the weather dips a bit that business can stay good for the restaurants and shops.

It's exciting to see people wearing masks and social distancing. Every day I have admired the strength & intelligence of our Northville people and our visiting neighbors! We came down Saturday night and some of that intelligence had disappeared so we went back home. Over all I think it's a big success! Thank You for ALL you do!

As always, Thank you for all the hard work that you and the City have been doing to promote our local businesses. The comments about the street closures I have heard around town have all been positive; from other merchants to residents alike. The street closures enable our downtown businesses to operate in a socially distant, safe manner. Specifically at the Tuscan Cafe, we have seen a pandemic that could have pushed us closer to closure, turn into a growth opportunity for us. I feel passionately that it is the environment that the city has created by closing the streets that has saved our business. In our small cafe, with socially distant tables, we only have 5 tables, which would not be enough to support our overhead and staff. I fully support closing the streets in the winter to continue the progress we have made. Northville has become a destination for residents near and far and will continue to be a pedestrian friendly downtown by keeping the streets closed. I have seen some of the plans of other businesses on how they will continue to make downtown attractive. (Downtown Northville has the potential to turn into the inside of a snow globe.) Please know that Tuscan Cafe, our staff, our customers, and our employees all would like to see the streets remain closed.

To those who think that people will not participate in outdoor winter seating, I believe in the businesses' ability to create environments that will attract customers to change their traditional behaviors.

I think the closure of Main has worked well. However, I believe Center St should be reopened. Center Street Grill doesn't open until 3pm, Rebeccas hardly uses it as well as Tuscan. I believe it could be accomplished by using the street parking like they did in Milford.

Orin Jewelers "vote" is on the side of opening the streets back up again. We feel it would be more beneficial for our customers to have the convenient street parking during the colder winter weather.



DDA Communications

To: Northville DDA

From: Lori Ward, DDA Director

Subject: Extension of Friday and Saturday Music Series

Date: September 8, 2020

Background:

The DDA is currently providing music in two locations this summer: N. Center Street and E. Main Street. The N. Center Street music is scheduled from 5 – 7 pm and is located near Epiphany Kitchen. E. Main Street music is scheduled from 7 – 9 pm and is located under the canopy of the Marquis Theater. Music is scheduled for both Friday and Saturday nights. Signs have been placed in each area remind people to socially distance, wear a mask and advise them to not bring lawn chairs.

The music has been a tremendous success and DDA staff is recommending that the City Council approve the extension of the original contract with JAG Entertainment dated July 13, 2020 (Attachment A) at a not to exceed amount of \$550 per night, ending no later than October 31, 2020. Tom Holzer Ford and Bill Brown Ford have been approached to underwrite the remaining cost of the concerts.

In addition, the DDA staff has worked out an arrangement with JAG entertainment to supply staff to take care of the garbage removal on Friday and Saturday night at a cost of \$50/night. JAG has agreed to assist on non-concert nights at a cost of \$100/night. DDA staff will, for now continue to provide support on Sunday nights and other nights when necessary.

Budget:

The DDA Board of Directors will need to authorize additional funds through the budget amendment process to fund the additional music and the additional staffing to keep the downtown area picked up and the garbage removed. Additional sponsorships are being pursued to support the musical series.



Recommendation:

DDA staff recommends the Northville DDA approve the extension of the JAG Entertainment contract until October 31, 2020 and forward to the Northville City Council for consideration.



Northville Friday & Saturday Night Ambience Series

Submitted: July 13, 2020,

BY: JAG Entertainment

127 N. Wixom Rd.

Wixom, MI. 48393



Northville Friday & Saturday Night Ambience Series

This agreement is between the parties of JAG Entertainment (herein referred as JAG) and Northville Down Town Development Authority (herein referred to as CLIENT). This document has been created on 7-14-2020 to set terms of event production services for the Northville Friday & Saturday Night Ambience Series and provide a framework for the relationship between JAG and the CLIENT.

PROGRAMMING OVERVIEW

DESCRIPTION:

In an effort to help in the economic recovery caused by Covid-19, the Northville DDA has taken the progressive steps to close the downtown street. This has allowed businesses to expand in to the street and assist with social distancing guidelines. To enhance the experience, JAG and the DDA have developed a program in which musicians are placed in front of 107 N Center, Epiphany Kitchens, and 135 E. Main Marquis Theatre. These performances will take place on Friday and Saturday nights between 5-7pm and 7-9pm. It is important to note that these performances are to add ambience to the shopping and dining areas, not to be concerts where the public is invited to set up lawn chairs and stay for an extended time period. Due to the changing state guidelines these performances are only being ordered and scheduled a few weeks in advance.

JAG agrees that they will operate as an executive and technical producer of the event and will work thusly. Being that JAG is capable of providing turn-key services, it is agreed in this document, that JAG provide a complete package of talent acquisition, scheduling, event management and technical production.

AGREED PRODUCTION DATES:

Production dates will be ordered on a week to week basis by the Northville DDA.



RESPONSIBILITIES & SERVICES

ADMINISTRATIVE SERVICES:

Administrative event production services to be provided by JAG are as follows:

- All concert-event related booking, contract, and compensation services pertaining to the concert events described in this document.
- Creation of a schedule of performers for public release.
- Coordination of entertainers including registration, check-in, checkout, verification of technical requirements and compliance with local rules and ordinances.
- Supervision, execution and follow-through of entire event timeline.
- Coordination of technical production services including sound.

PRODUCTION SERVICES:

The technical and production-related services to be provided by JAG are as follows:

- Coordination of all production logistics for set-up, operation and strike of performance area.
- Electrical distribution (from CLIENT mains service) for each performance and demonstration area.
- General production support for entertainers and patrons at performance area.

CLIENT RESPONSIBILITIES

CLIENT RESPONSIBILITIES:

The CLIENT will serve as a strong support mechanism to JAG's production capabilities and specific responsibilities of the CLIENT are as follows:

- Supporting the event in its goal to bring quality, sustainable entertainment to the local downtown area.
- The procurement of any CLIENT-required barriers, tenting, hardware, etc. used for non-concert activities.
- The procurement of electrical service that operates at the minimum requirements listed above.
- The handling of all city-related permitting and licensing for the event.



AGREED PRODUCTION TIMELINE

The following list includes production elements that will be included in the event schedule.

PROPOSED TIMELINE OF OVERALL PRODUCTION PROCESS:

It is agreed that a comprehensive timeline is established with concrete drop-dead dates for specific action once this agreement is accepted and ratified. A preliminary production timeline will immediately be established for production bookings, talent contracting and the technical planning upon the acceptance of this agreement.

PROPOSED TIMELINE OF EVENT:

JAG will hereby provide the following items and services for the above proposed dates (see AGREED PRODUCTION DATES) between the times of:

Friday and Saturday between the times of 5:00pm and 9:00pm

- 2 x “headlining act” performance package consisting of ARTIST (TBD) music from 5:00pm to 7:00pm on Center street and 7:00pm to 9:00pm with one ten-minute break at approximately 6:00pm and 8:00pm.

COMPENSATION AND PAYMENT

COMPENSATION:

The following payment schedule will be applied to the products and services detailed in this agreement.

- Producers’ fees and reimbursement for all above listed administrative, talent, production, and event closing services are a not to exceed amount of \$550 per performance location per day.

PAYMENT:

A payment equal to 100% of the total production charges will be due no latter then 30 days after the performance date.



AGREEMENT TERMS

CONFIDENTIALITY:

CLIENT agrees to restrict access to information received from JAG only to CLIENT members who need to know this information. CLIENT also agrees to maintain physical, electronic and procedural safeguards that comply with federal regulations or take any other appropriate measures to guard nonpublic personal information to protect the confidentiality and security of this information shared by JAG pursuant to the agreement. CLIENT shall ensure that any non-affiliated third party in receipt of this information will be bound by a written agreement containing provisions substantially similar to those contained in this agreement. CLIENT also agrees to promptly notify JAG in the event that CLIENT is under the reasonable belief that the integrity of the confidentiality of this information has been compromised. In the event that the Northville Parks and Recreation must disclose information pursuant to any federal, state or local law, they are permitted to do so.

TAXATION AND ACCOUNTING:

For purpose of taxation and accounting, JAG is hereby the executive producer of the event and is responsible for soliciting current State of Michigan W-9 forms and submitting 1099-MISC information to any and all independent contractors secured through the awarding of this agreement. Furthermore, JAG will expect and require CLIENT to submit a 1099-MISC to JAG as a result of payment included in this agreement.

INDEMNIFICATION:

JAG agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the City of Northville, its employees, officials, agents, boards, council, and volunteers, from and against any and all claims, losses, liability, damages, costs and expenses, including reasonable attorneys' fees and defense costs, for or by reason of personal injury, including, but not limited to, bodily injury or death, and/or property damage, including, but not limited to, the loss of use thereof, arising from the negligent acts, errors, or omissions of the JAG, its agents, employees, or sub-consultants, but only to the degree of fault of JAG and/or its respective sub-consultants. The obligation of JAG to indemnify and hold harmless the Client shall survive and continue after final payment, completion of the work, and completion and/or termination of this Agreement. Nothing in this agreement to indemnify requires JAG to defend and/or indemnify the Client for damages arising out of bodily injury to person or damage to property caused by or resulting from the negligence of the Client, its agents or employees or to any amount greater than the degree of fault of JAG and/or its sub-consultants.



Insurance: JAG, or any of their Sub consultants, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Northville. The requirements below should not be interpreted to limit the liability of JAG. All deductibles and SIR's are the responsibility of JAG.

JAG shall procure and maintain the following insurance coverage:

Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable.

Additional Insured: Commercial General Liability as described above, shall include an endorsement stating the following shall be ***Additional Insureds:*** THE CITY OF NORTHVILLE, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Northville as additional insured, coverage afforded is considered to be primary and any other insurance the City of Northville may have in effect shall be considered secondary and/or excess.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that is it understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Dianne Massa, Clerk, City of Northville, 215 West Main St., Northville, MI 48167).

Proof of Insurance Coverage: JAG shall provide the Client at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.



If any of the above coverage's expires during the term of this contract, JAG shall deliver renewal certificates and endorsements to the City of Northville at least ten (10) days prior to the expiration date.

INCLEMENT WEATHER CANCELLATION:

On the occasion of inclement weather during outdoor events, JAG will make every effort to carry out their contractual obligations as listed above. However, JAG reserves the right to cancel, delay or interrupt any event if JAG determines in good faith that their production is, or is likely to be, rendered impossible, hazardous, or is otherwise prevented or impaired due to inclement weather. Hereunder, it is understood that the decision to cancel any engagement due to weather conditions shall be made by JAG's representative at his/hers sole discretion, and all events affected by inclement weather require full remuneration.

OTHER CANCELLATION

If the performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to, Act(s) of God, riots, strikes, labor difficulties, accident interruption or epidemic/pandemic, earthquakes or any act or order of any public authority, and/or any other cause of event, similar or dissimilar, beyond Producer's control, then Producer's obligations with respect to the affected performance(s) shall be excused and the Client will not be responsible to pay for the cost of the band(s). The Client will be responsible to pay for cost incurred to date for the administration of the series which includes booking all of the bands and drawing up their contracts.

PARKING:

CLIENT agrees to provide adequate parking spaces as close as possible to the event location for either (1) full size equipment van with trailer and any other vehicles used to transport personnel and equipment to and from the venue. If parking is only available on the street, space must be blocked off prior to arrival and CLIENT shall obtain all police and/or municipal permits necessary to load-in from or park on the street. Equipment loading and parking area must be clear of vehicles prior to load in and must remain clear until load out is complete. This will include payment of any towing costs incurred as a result of CLIENT's failure to comply with the terms of this paragraph.

ACCEPTANCE OF AGREEMENT

Upon finding products, services and deliverables acceptable to CLIENT as contained in this agreement, please sign and date the lines below to signify confirmation of this agreement.



It is recognized that this agreement has a total of eight (8) pages. Contracting and billing will commence upon receiving a copy of this agreement, signed by an authorized party employed by a representative for CLIENT

Signature of CLIENT

Date

Signature of JAG Entertainment

Date

