



**Birmingham Shopping District Agenda**  
**Thursday, April 7, 2022 8:30 a.m.**

**The Community House**  
**380 South Bates Street, Birmingham, MI 48009**

**Zoom link:** <https://us06web.zoom.us/j/86530021329>

*The Shopping District*

Per the CDC, COVID-19 Community Level for Oakland County is currently Low. The City continues to recommend the public wear masks while attending city meetings. These precautions are recommended while risks for COVID-19 transmission remain from new variants. All City employees, commissioners and board members must wear a mask while indoors when 6-feet of social distancing cannot be maintained. The City continues to provide KN-95 respirators for all in-person meeting attendees.

**Call to order and Roll Call of Board**

1. Recognition of Visitors
2. Presentations
  - a. Business Anniversary – Hunter House Hamburgers
3. Approval of Minutes – March 3, 2022
4. Board Member Comments
5. Reports:
  - a. Finance Report
  - b. Executive Director Report - Kammer
  - c. Committee Reports:
    - i. Special Events – Astrein
    - ii. Marketing & Advertising – Pohlod
    - iii. Maintenance and Capital Improvements – Lipari
    - iv. Business Development – Surnow
    - v. Executive Board Report – Hockman
  - d. Parking Report - Astrein
6. Approval of Vouchers
7. Unfinished Business
8. New Business
  - a. Text My Gov Communication Contract
  - b. Retail Recruiter Contract
  - c. Wayfinding & Gateway Signage Report
  - d. Shopping Center Business Advertising
  - e. 2022-2023 Budget
9. Information
  - a. Announcements
  - b. Letters, Board Attendance & Monthly Meeting Schedule
10. Public Comments
11. Adjournment

**Birmingham Shopping District Mission Statement**

***We strive to provide leadership in marketing, advertising and promotion of the Birmingham Shopping District.***

***We actively work to promote a district that is exciting, clean, safe and pedestrian-friendly and ensure that the district continues to serve as a center for business, service, social and community activities.***

Notice: Persons with disabilities that may require assistance for effective participation in this public meeting should contact the City Clerk's Office at the number (248) 530-1880, or (248) 644-5115 (for the hearing impaired) at least one day before the meeting to request help in mobility, visual, hearing, or other assistance.

*Las personas con incapacidad que requieren algún tipo de ayuda para la participación en esta sesión pública deben ponerse en contacto con la oficina del escribano de la ciudad en el número (248) 530-1800 o al (248) 644-5115 (para las personas con incapacidad auditiva) por lo menos un día antes de la reunión para solicitar ayuda a la movilidad, visual, auditiva, o de otras asistencias. (Title VI of the Civil Rights Act of 1964).*



Birmingham Shopping District  
Meeting Date: 04/07/2022  
151 Martin Street  
Birmingham, MI 48009  
248-530-1200  
ALLINBirmingham.com

## MEMORANDUM

**DATE:** March 30, 2022  
**TO:** Birmingham Shopping District Board  
**FROM:** Sean Kammer, Executive Director  
**SUBJECT:** Hunter House Hamburgers Anniversary

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The Birmingham Shopping District would like to recognize the anniversary of Hunter House, which celebrates 70 years in the downtown.

Congratulations to Hunter House Hamburgers on this milestone anniversary. The Birmingham Shopping District recognizes this iconic business, which contributes to the offerings of wonderful experiences in downtown Birmingham. Hunter House Hamburgers has helped to make the downtown a vibrant place for people to work, live, visit, and dine.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'SKammer', with a long horizontal flourish extending to the right.

Sean Kammer  
Executive Director

City of Birmingham  
Birmingham Shopping District Proceeding  
**Thursday, March 3, 2022 - 8:30 a.m.**  
The Community House  
Birmingham, MI 48009

Minutes of the meeting of the Birmingham Shopping District Board held Thursday, March 3, 2022, at 8:32 a.m. at The Community House

**1. CALL TO ORDER AND ROLL CALL OF BOARD**

**PRESENT:** Astrein, Eid, Hockman, Kay, Lipari, Lundberg, Markus, McKenzie, Pohlod, Quintal, Roberts, Surnow, Director Emeritus Fehan

**ABSENT:**

**ALSO PRESENT:**

**ADMINISTRATION:** Brook, Kammer, Gerber

**2. RECOGNITION OF VISITORS**

**3. PRESENTATIONS**

**4. APPROVAL OF MINUTES**

**MOTION:** Motion by Astrein, seconded by Kay to approve the minutes dated February 10, 2022.

**VOTE:** Yeas, 12 Nays, 0 Absent, 0

**4. BOARD MEMBER COMMENTS**

**5. REPORTS**

**a. FINANCE REPORT – GERBER**

Gerber reported that the balance sheet shows a negative number for the SAD. This is due to a late journal entry. The balance is \$912,898 which is 14% collection rate through January. Gerber said that he looked ahead in the financials and the collection rate goes up to approximately 50% through March 1. This is a little slower than usual, but assessment bills were mailed out a little later than typical.

The fund balance is approximately \$523,000, which is in line with where it should be. We are getting closer to our pre-pandemic norm. Expenses to date are at about 59% of the budgeted amount, which is also typical.

The cash flow year to date is a little lower than projected. This is probably due to the special assessments being mailed a bit late and payments coming in a little slow. Gerber expects that this will correct itself.

## **b. EXECUTIVE DIRECTOR REPORT - KAMMER**

Kammer shared that there was a merchant meeting on February 16 at the Daxton Hotel. The group discussed Restaurant Week and employee attraction challenges. Transportation and childcare seemed to be important issues. Since there are close to twenty buses that run through downtown Birmingham each hour, Kammer would like to look into offering bus passes or discounts to employees.

Kammer also met with the city manager to present the proposed 2022-2023 budget. He will bring it to each committee.

Work continues on collecting data for the business mix analysis. Kammer encouraged the board to work to align the BSD branding to the city branding.

Hockman encouraged board member to attend the March 9 planning board study session will be addressing outdoor dining.

## **c. COMMITTEE REPORTS:**

### **SPECIAL EVENTS – ASTREIN**

Astrein reported that the Farmers Market would begin its 20<sup>th</sup> season on May 1. The plan is to return to pre-pandemic activities like kids' crafts and event days. We will also be adding fitness activities on the second Sunday of each month. Over 20 vendors have already applied.

The committee is working on a possible August Art Walk. This would be done in partnership with the Birmingham Arts Board.

The Downtown Dino visited on Random Act of Kindness Day and gave out treats to about 40 individuals in the heart of downtown.

Brook explained that there was a recent buy one get one free promotion with Birmingham Bucks. Individuals could purchase up to \$50 in Birmingham Bucks and would get a matching Bucks certificate free. This was courtesy of a \$10,000 grant from Consumers Energy. This offer was promoted on social media and through an eblast.

Pohlod mentioned that the business information survey had a question regarding participating in the Birmingham Bucks program that was confusing. Brook said that she would look into it and make the appropriate update.

### **MARKETING & ADVERTISING - POHLOD**

Pohlod shared that the committee discussed implementing an employee attraction program. Items discussed include working with the YMCA for a list of childcare options and possibly subsidizing bus passes. When talking to businesses, the top areas of concern were transportation and childcare.

Pohlod mentioned the Birmingham Bucks promotion with funds from Consumers Energy. She explained that purchasing is a multi-step process that works through a third party. Therefore, the BSD is not able to make it easier. However, Galli produced an instructional video to help shoppers.

In regards to upcoming construction on S. Old Woodward, the committee is looking into a Birmingham Bucks promotion, complimentary valet, and a texting app that would offer immediate responses to those texting questions.



There will be a spring fashion insert for SEEN Magazine and a summer video featuring Birmingham events.

## **MAINTENANCE/CAPITAL IMPROVEMENTS - LIPARI**

Lipari reported that the committee is working on construction valet plans. Astrein asked if there have been talks with Weingartz about funding from the parking advisory committee. Kammer said that he has spoken with Weingartz as well as individuals in the city's engineering and planning departments. In addition to exploring valet options, they are also considering renting private lots in the area so that people can park their own cars and still be close to the stores they want to visit.

Lipari also mentioned that the BSD no longer needs all of the concrete planters. There is a possibility of auctioning them.

## **BUSINESS DEVELOPMENT - MCKENZIE**

McKenzie shared that the pipeline remains robust. Brilliant Earth recently signed a lease. Kammer gave a Text My Gov proposal at the last meeting.

CC Consulting's contract will expire at the end of the month. The committee began discussions with Ciura and would like to continue to work with her. Surnow added that there has been a lot of action, including signed deals, in the past year in Birmingham. Ciura wants to be paid for all of her work. However, she is working under a contract that the board already amended. She has now hit the maximum allowance for signing bonuses, under the contract. Surnow would like to see her work with the BSD for another year and thinks that she can be coached on how to communicate with staff and avoid discontent in the future. The committee talked about this in depth. Even with fewer vacancies, they feel that it is important to keep relationships fresh. They would like to keep having leases signed, but feel that they need to improve how the contractor is managed.

Quintal asked retail occupancy rate. Surnow said that it is in the high 90's and going up. Quintal suggested a shift in focus to office space as many tenants are downsizing. Surnow agreed that that would be a good topic of discussion for the next meeting.

## **WAYFINDING - FEHAN**

Fehan reported that the Wayfinding Committee has made tremendous progress. He expects that they will have a presentation for the April meeting. This would include a new city logo. The BSD is encouraged to work to coordinate their logo with the new city logo, as they would like to have a more unified look throughout the city and its departments.

## **EXECUTIVE BOARD REPORT - HOCKMAN**

Hockman shared that the committee chairs held their quarterly meeting and discussed the plan for S. Old Woodward construction activities and promotions.

### **d. PARKING REPORT - ASTREIN**

Astrein gave credit to the city manager for hiring a dedicated parking manager. He said that having someone in that role has made a big impact. The waiting list for monthly parking passes in the structures has been drastically reduced.

Markus added that they have begun looking into the N. Old Woodward structure again. It is in need of repairs, but they want to look at the big picture, not just patching problems.

Ecker explained that the planning board is working on a final plan for restaurant's use of parking spaces to create decks. There are several steps to this process. There will be a public hearing, but that will probably happen in a few months. Astrein asked if they were planning to limit the number of decks per street. Ecker replied that there is not currently a limit in the plans. Astrein stated that he feels that it is important for retailers to be involved in the process.

Eid mentioned that he is encountering a challenge with the number of parking places that are required for S. Old Woodward businesses based on the square footage of the business. He said that this is holding back reasonable expansions. The planning board will discuss decks and outdoor dining at their March 9 meeting.

**e. CHAMBER REPORT**

There was no report from the Chamber.

**f. COMMUNITY HOUSE REPORT**

There was no report from The Community House.

**6. APPROVAL OF VOUCHERS**

**MOTION:** Motion by Astrein, seconded by Quintal to approve the vouchers, dated March 3, 2022.

**VOTE:** Yeas, 12 Nays, 0 Absent, 0

**7. UNFINISHED BUSINESS**

**8. NEW BUSINESS**

**a. Retail Consultant Contract**

Hockman referred this back to the Business Development Committee.

**b. Miles Scope of Work**

**MOTION:** Motion by Astrein, seconded by Quintal to approve the new scope of work from Miles regarding the monthly website support and hosting.

Kammer explained that Miles designed the new website and currently hosts it. Miles recently submitted a new scope of work showing increased fees for hosting. Although it is a significant increase, Miles said that the \$586 per month that we had been paying was a reduced amount since it was new website and had been under development. They said that the monthly fee should have been \$900.

Due to increased data usage and traffic, the proposed monthly fee is now \$1,107. Kammer asked about lowering the fee. Miles said that it would not be possible to go back to the \$586, but if limits are placed on data and uploads, it may be possible to go back to the \$900 per month fee.

Pohlod agreed that she was aware that the \$586 was temporary and that the monthly fee would go up to \$900 per month. She acknowledged that they added video headers, which although they are data heavy, are more dynamic and she feels that they are worth the additional expense.

Markus asked about the certificate of insurance from the original contract being expired. Kammer said that he would ask the company for an updated certificate.

Fehan asked if the \$1,107 covered everything that we want the website to do. Kammer said that it does, but there will probably be additional charges if we update to a new style guide.

**VOTE:** Yeas, 12 Nays, 0 Absent, 0

## **9. INFORMATION**

**a. Retail Activity**

**b. Announcements**

**c. Letters, Board Attendance & Monthly Meeting Schedule**

## **10. PUBLIC COMMENTS**

Pohlod shared that Greek Islands Coney Island had a hood fire that morning and asked Kammer to reach out to them.

## **11. ADJOURNMENT – 9:42 A.M.**

Respectfully submitted,  
Jaimi Brook (back-up notes on file)

Fund 247 PRINCIPAL SHOPPING DISTRICT

GL Number	Description	Balance
*** Assets ***		
247-000.000-005.0000	CASH AND INVESTMENTS	862,486.30
247-000.000-028.0000	MISCELLANEOUS	2,218.72
247-000.000-028.9999	ALLOW FOR DOUBTFUL ACCTS.	(1,613.72)
247-000.000-045.0887	PSD PEC ASSESS 21-22 #887 RECEIVAE	532,659.61
247-000.000-048.0886	PSD 2020-2021 DELQ SAD	1,409.13
Total Assets		1,397,160.04
*** Liabilities ***		
247-000.000-202.0000	ACCOUNTS PAYABLE	31,931.05
247-000.000-255.0001	GIFT CERTIFICATES	600.00
247-000.000-367.0300	DEFER. INFLOWS - MISCELLANEOUS INV	605.00
247-000.000-367.0700	DEFER. INFLOWS - SPECIAL ASSESSMEN	532,659.61
247-000.000-367.0800	DEFER. INFLOWS - DELQ SPECIAL ASSE	1,409.13
Total Liabilities		567,204.79
*** Fund Balance ***		
247-000.000-391.0000	RETAINED EARNINGS	967,182.61
Total Fund Balance		967,182.61
Beginning Fund Balance		967,182.61
Net of Revenues VS Expenditures		(137,227.36)
Ending Fund Balance		829,955.25
Total Liabilities And Fund Balance		1,397,160.04

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 02/28/2022

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 02/28/2022	ACTIVITY FOR MONTH 02/28/2022	AVAILABLE BALANCE	% BDGT USED
Fund 247 - PRINCIPAL SHOPPING DISTRICT						
Revenues						
Dept 000.000						
USE OF FUND BALANCE						
247-000.000-400.0000	APPROP FUND BAL/RET EARN	74,560.00	0.00	0.00	74,560.00	0.00
USE OF FUND BALANCE		74,560.00	0.00	0.00	74,560.00	0.00
FEDERAL GRANTS						
247-000.000-528.0000	OTHER FEDERAL GRANTS	0.00	0.00	0.00	0.00	0.00
FEDERAL GRANTS		0.00	0.00	0.00	0.00	0.00
CHARGES FOR SERVICES						
247-000.000-641.0585	CHARGES TO AUTO PARKING SYSTEM	25,000.00	0.00	0.00	25,000.00	0.00
CHARGES FOR SERVICES		25,000.00	0.00	0.00	25,000.00	0.00
INTEREST AND RENT						
247-000.000-664.0000	INVESTMENT INCOME	13,700.00	3,225.77	398.21	10,474.23	23.55
INTEREST AND RENT		13,700.00	3,225.77	398.21	10,474.23	23.55
SPECIAL ASSESSMENTS						
247-000.000-666.0001	SPECIAL ASSESSMENT INTEREST	0.00	0.00	0.00	0.00	0.00
247-000.000-672.0247	FUTURE SPECIAL ASSESSEMENTS - PSD	1,030,930.00	0.00	0.00	1,030,930.00	0.00
247-000.000-672.0885	PSD SPEC ASSESS REVENUE 2019-2020	24,040.00	0.00	0.00	24,040.00	0.00
247-000.000-672.0886	PSD SPECIAL ASSESS REV 2020-2021	0.00	1,797.76	0.00	(1,797.76)	100.00
247-000.000-672.0887	PSD SPECIAL ASSESS REV 2021-2022	0.00	527,132.78	380,238.75	(527,132.78)	100.00
SPECIAL ASSESSMENTS		1,054,970.00	528,930.54	380,238.75	526,039.46	50.14
OTHER REVENUE						
247-000.000-674.0009	PROCEEDS FROM FUNDRAISING	0.00	0.00	0.00	0.00	0.00
247-000.000-676.0001	CONTR FROM PRIVATE SOURCE	100,000.00	155,538.00	915.00	(55,538.00)	155.54
247-000.000-677.0001	SUNDRY & MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
OTHER REVENUE		100,000.00	155,538.00	915.00	(55,538.00)	155.54
Total Dept 000.000		1,268,230.00	687,694.31	381,551.96	580,535.69	54.22
TOTAL REVENUES		1,268,230.00	687,694.31	381,551.96	580,535.69	54.22
Expenditures						
Dept 298.000 - PUBLIC RELATIONS						
PERSONNEL SERVICES						
247-298.000-702.0001	SALARIES & WAGES DIRECT	21,490.00	13,681.47	1,677.00	7,808.53	63.66
247-298.000-702.0002	OVERTIME PAY	0.00	0.00	0.00	0.00	0.00
247-298.000-702.0003	LONGEVITY	0.00	0.00	0.00	0.00	0.00
247-298.000-706.0000	LABOR BURDEN	0.00	0.00	0.00	0.00	0.00
247-298.000-706.0001	FICA	1,650.00	860.68	105.93	789.32	52.16
247-298.000-706.0002	HOSPITALIZATION	4,710.00	0.00	0.00	4,710.00	0.00
247-298.000-706.0007	WORKER'S COMPENSATION	70.00	43.02	5.28	26.98	61.46
247-298.000-706.0012	RETIREMNT-DEF CONTR EMPLR	2,050.00	0.00	0.00	2,050.00	0.00

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 02/28/2022

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 02/28/2022	ACTIVITY FOR MONTH 02/28/2022	AVAILABLE BALANCE	% BDGT USED
Fund 247 - PRINCIPAL SHOPPING DISTRICT						
Expenditures						
247-298.000-706.0013	RET HLTH SVGS CONTR EMPLR	690.00	0.00	0.00	690.00	0.00
PERSONNEL SERVICES		30,660.00	14,585.17	1,788.21	16,074.83	47.57
Total Dept 298.000 - PUBLIC RELATIONS						
		30,660.00	14,585.17	1,788.21	16,074.83	47.57
Dept 441.005 - DOWNTOWN MAINTENANCE						
PERSONNEL SERVICES						
247-441.005-702.0001	SALARIES & WAGES DIRECT	57,440.00	38,253.57	4,102.95	19,186.43	66.60
247-441.005-702.0002	OVERTIME PAY	27,770.00	15,041.59	879.70	12,728.41	54.16
247-441.005-702.0003	LONGEVITY	340.00	172.36	0.00	167.64	50.69
247-441.005-702.0004	HOLIDAY PAY	0.00	0.00	0.00	0.00	0.00
247-441.005-706.0000	LABOR BURDEN	0.00	0.00	0.00	0.00	0.00
247-441.005-706.0001	FICA	6,810.00	3,985.56	370.96	2,824.44	58.53
247-441.005-706.0002	HOSPITALIZATION	12,510.00	6,212.11	536.39	6,297.89	49.66
247-441.005-706.0003	LIFE INSURANCE	200.00	179.96	16.88	20.04	89.98
247-441.005-706.0004	RETIRE CONTRIB HEALTH	8,840.00	4,977.21	606.83	3,862.79	56.30
247-441.005-706.0005	DENTAL/OPTICAL	660.00	450.10	56.31	209.90	68.20
247-441.005-706.0006	LT/ST DISABILITY	670.00	417.26	41.74	252.74	62.28
247-441.005-706.0007	WORKER'S COMPENSATION	1,640.00	915.07	87.57	724.93	55.80
247-441.005-706.0008	SICK TIME PAYOUT	0.00	0.00	0.00	0.00	0.00
247-441.005-706.0009	DEFERRED COMPENSATION	0.00	0.00	0.00	0.00	0.00
247-441.005-706.0010	RETIREMENT EMPLOYER CNTB	9,610.00	6,162.00	770.25	3,448.00	64.12
247-441.005-706.0011	HRA BENEFIT	100.00	0.00	0.00	100.00	0.00
247-441.005-706.0012	RETIREMNT-DEF CONTR EMPLR	2,340.00	3,587.50	352.68	(1,247.50)	153.31
247-441.005-706.0013	RET HLTH SVGS CONTR EMPLR	1,040.00	1,101.56	91.64	(61.56)	105.92
PERSONNEL SERVICES		129,970.00	81,455.85	7,913.90	48,514.15	62.67
OTHER CHARGES						
247-441.005-941.0000	EQUIPMENT RENTAL OR LEASE	43,000.00	28,471.41	1,066.20	14,528.59	66.21
OTHER CHARGES		43,000.00	28,471.41	1,066.20	14,528.59	66.21
Total Dept 441.005 - DOWNTOWN MAINTENANCE						
		172,970.00	109,927.26	8,980.10	63,042.74	63.55
Dept 748.000 - PRINCIPAL SHOPPING DISTRICT						
PERSONNEL SERVICES						
247-748.000-702.0001	SALARIES & WAGES DIRECT	242,220.00	147,637.13	16,769.80	94,582.87	60.95
247-748.000-702.0002	OVERTIME PAY	0.00	495.70	0.00	(495.70)	100.00
247-748.000-702.0003	LONGEVITY	0.00	0.00	0.00	0.00	0.00
247-748.000-706.0000	LABOR BURDEN	0.00	0.00	0.00	0.00	0.00
247-748.000-706.0001	FICA	18,530.00	11,167.34	1,255.78	7,362.66	60.27
247-748.000-706.0002	HOSPITALIZATION	37,340.00	12,250.85	2,871.82	25,089.15	32.81
247-748.000-706.0003	LIFE INSURANCE	950.00	604.04	72.34	345.96	63.58
247-748.000-706.0004	RETIRE CONTRIB HEALTH	6,420.00	4,280.00	535.00	2,140.00	66.67
247-748.000-706.0005	DENTAL/OPTICAL	1,700.00	0.00	0.00	1,700.00	0.00
247-748.000-706.0006	LT/ST DISABILITY	1,020.00	520.37	62.32	499.63	51.02
247-748.000-706.0007	WORKER'S COMPENSATION	760.00	687.65	78.52	72.35	90.48
247-748.000-706.0008	SICK TIME PAYOUT	0.00	0.00	0.00	0.00	0.00
247-748.000-706.0010	RETIREMENT EMPLOYER CNTB	8,140.00	5,426.64	678.33	2,713.36	66.67

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 02/28/2022

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 02/28/2022	ACTIVITY FOR MONTH 02/28/2022	AVAILABLE BALANCE	% BDGT USED
Fund 247 - PRINCIPAL SHOPPING DISTRICT						
Expenditures						
247-748.000-706.0011	HRA BENEFIT	0.00	0.00	0.00	0.00	0.00
247-748.000-706.0012	RETIREMNT-DEF CONTR EMPLR	10,770.00	5,491.76	657.70	5,278.24	50.99
247-748.000-706.0013	RET HLTH SVGS CONTR EMPLR	1,820.00	1,169.00	140.00	651.00	64.23
PERSONNEL SERVICES		329,670.00	189,730.48	23,121.61	139,939.52	57.55
OTHER CHARGES						
247-748.000-801.0200	LEGAL SERVICES	3,000.00	1,913.75	90.75	1,086.25	63.79
247-748.000-802.0100	AUDIT	760.00	766.75	0.00	(6.75)	100.89
247-748.000-811.0000	OTHER CONTRACTUAL SERVICE	2,000.00	1,373.01	100.00	626.99	68.65
247-748.000-828.0300	PARKING VALET SERVICES	15,000.00	0.00	0.00	15,000.00	0.00
247-748.000-829.0100	SNOW REMOVAL CONTRACT	59,000.00	53,500.00	10,700.00	5,500.00	90.68
247-748.000-829.0200	WEB SITE MAINTENANCE	10,000.00	5,462.50	900.00	4,537.50	54.63
247-748.000-851.0000	TELEPHONE	1,750.00	937.75	129.58	812.25	53.59
247-748.000-901.0000	PRINTING & PUBLISHING	0.00	0.00	0.00	0.00	0.00
247-748.000-901.0400	MARKETING & ADVERTISING	150,000.00	106,281.24	8,450.00	43,718.76	70.85
247-748.000-901.0500	PUBLIC RELATIONS	10,000.00	4,176.24	931.00	5,823.76	41.76
247-748.000-903.0000	TENANT RECRUITMENT	100,000.00	85,390.63	14,293.41	14,609.37	85.39
247-748.000-904.0000	PRINTING PSD MAGAZINE	60,000.00	37,680.00	0.00	22,320.00	62.80
247-748.000-909.0000	SPECIAL EVENTS	200,000.00	162,024.72	382.50	37,975.28	81.01
247-748.000-933.0200	EQUIPMENT MAINTENANCE	1,200.00	380.85	0.00	819.15	31.74
247-748.000-935.0200	MAINTENANCE SHOPPING DIST	70,000.00	19,200.80	239.40	50,799.20	27.43
247-748.000-941.0000	EQUIPMENT RENTAL OR LEASE	0.00	0.00	0.00	0.00	0.00
247-748.000-942.0000	COMPUTER EQUIPMENT RENTAL	23,620.00	15,746.64	1,968.33	7,873.36	66.67
247-748.000-944.0000	BUILDING OR FACILITY RENT	12,000.00	8,000.00	1,000.00	4,000.00	66.67
247-748.000-955.0100	TRAINING	1,000.00	0.00	0.00	1,000.00	0.00
247-748.000-955.0300	MEMBERSHIP & DUES	1,600.00	2,163.45	246.50	(563.45)	135.22
247-748.000-955.0400	CONFERENCES & WORKSHOPS	3,000.00	852.92	60.00	2,147.08	28.43
247-748.000-957.0400	LIAB INSURANCE PREMIUMS	4,500.00	3,000.00	375.00	1,500.00	66.67
247-748.000-962.0000	MISCELLANEOUS	0.00	12.52	0.00	(12.52)	100.00
OTHER CHARGES		728,430.00	508,863.77	39,866.47	219,566.23	69.86
SUPPLIES						
247-748.000-727.0000	POSTAGE	3,000.00	886.98	886.98	2,113.02	29.57
247-748.000-729.0000	OPERATING SUPPLIES	3,500.00	928.01	259.48	2,571.99	26.51
247-748.000-799.0000	EQUIPMENT UNDER \$5,000	0.00	0.00	0.00	0.00	0.00
SUPPLIES		6,500.00	1,814.99	1,146.46	4,685.01	27.92
CAPITAL OUTLAY						
247-748.000-972.0000	FURNITURE	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY		0.00	0.00	0.00	0.00	0.00
Total Dept 748.000 - PRINCIPAL SHOPPING DISTRICT		1,064,600.00	700,409.24	64,134.54	364,190.76	65.79
TOTAL EXPENDITURES		1,268,230.00	824,921.67	74,902.85	443,308.33	65.05

Fund 247 - PRINCIPAL SHOPPING DISTRICT:

REVENUE AND EXPENDITURE REPORT  
PERIOD ENDING 02/28/2022

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 02/28/2022	ACTIVITY FOR MONTH 02/28/2022	AVAILABLE BALANCE	% BDGT USED
Fund 247 - PRINCIPAL SHOPPING DISTRICT						
TOTAL REVENUES		1,268,230.00	687,694.31	381,551.96	580,535.69	54.22
TOTAL EXPENDITURES		1,268,230.00	824,921.67	74,902.85	443,308.33	65.05
NET OF REVENUES & EXPENDITURES		0.00	(137,227.36)	306,649.11	137,227.36	100.00



PRINCIPAL SHOPPING DISTRICT  
CASH FLOW  
FOR THE MONTH OF FEBRUARY 2022

	<u>DESCRIPTION</u>	<u>PROJECTED</u>	<u>ACTUAL</u>	<u>VARIANCE</u>
	BEGINNING CASH BALANCE	\$ 600,433	\$ 600,433	\$ -
	CASH RECEIPTS:			
	Special Assessments	506,160	380,239	(125,921)
	Interest Income	1,050	398	(652)
	Gift Certificates	-	-	-
	Advisory Parking Committee	-	-	-
	Special Event Revenue	<u>300</u>	<u>915</u>	<u>615</u>
	Sub-total cash receipts	507,510	381,552	(125,958)
	CASH DISBURSEMENTS:			
	OFFICE DISBURSEMENTS			
	PSD Personnel Costs	25,445	23,122	2,323
727.0000	Postage	-	887	(887)
729.0000	Supplies	280	92	188
801.0200	Legal	250	487	(237)
802.0100	Audit	-	-	-
811.0000	Other Contractual Service	-	100	(100)
933.0200	Equipment Maintenance	-	-	-
851.0000	Telephone	150	130	20
955.0100	Training	80	-	80
955.0300	Memberships & Dues	30	129	(99)
955.0400	Conferences & Workshops	250	-	250
942.0000	Computer Equipment Rental	1,968	1,968	-
957.0400	Liability Insurance	375	375	-
944.0000	Building Rent	1,000	1,000	-
962.0000	Miscellaneous	<u>-</u>	<u>13</u>	<u>(13)</u>
	Sub-total Office Disbursements	29,828	28,303	1,525
	PROGRAM DISBURSEMENTS			
	DPS Downtown Maintenance	6,210	8,980	(2,770)
	Promotion Personnel Costs	2,320	1,788	532
828.0300	Valet Services	-	-	-
829.0100	Snow Removal	14,000	10,700	3,300
935.0200	Maintenance PSD	-	6,889	(6,889)
901.0400	Marketing & Advertising	10,000	33,112	(23,112)
901.0500	Public Relations	1,000	517	483
903.0000	Tenant Recruitment	8,330	23,723	(15,393)
909.0000	Special Events	-	1,099	(1,099)
904.0000	PSD Magazine	-	3,800	(3,800)
829.0200	Web Site Maintenance	<u>-</u>	<u>588</u>	<u>(588)</u>
	Sub-total Program Disbursements	<u>41,860</u>	<u>91,196</u>	<u>(49,336)</u>
	Total Disbursements	71,688	119,499	(47,811)
	INCREASE (DECREASE) IN CASH BALANCE	<u>435,822</u>	<u>262,053</u>	<u>(173,769)</u>
	ENDING CASH BALANCE	<u>\$ 1,036,255</u>	<u>\$ 862,486</u>	<u>\$ (173,769)</u>

PRINCIPAL SHOPPING DISTRICT  
ACTUAL CASH FLOW  
FOR THE EIGHT MONTHS ENDED FEBRUARY 2022

	DESCRIPTION	PROJECTED	ACTUAL	VARIANCE
	BEGINNING CASH BALANCE	\$ 1,002,321	\$ 961,786	\$ (40,535)
	CASH RECEIPTS:			
	Special Assessments	1,037,460	594,099	(443,361)
	Interest Income	7,810	3,225	(4,585)
	Gift Certificates	-	150	150
	Advisory Parking Committee	25,000	-	(25,000)
	Special Event Revenue	93,300	157,028	63,728
	Sub-total cash receipts	1,163,570	754,502	(409,068)
	CASH DISBURSEMENTS:			
	OFFICE DISBURSEMENTS			
	PSD Personnel Costs	227,890	203,446	24,444
727.0000	Postage	1,600	887	713
729.0000	Supplies	2,380	487	1,893
801.0200	Legal	2,000	2,319	(319)
802.0100	Audit	760	767	(7)
811.0000	Other Contractual Service	-	1,374	(1,374)
933.0200	Equipment Maintenance	600	435	165
851.0000	Telephone	1,160	1,079	81
955.0100	Training	660	-	660
955.0300	Memberships & Dues	960	1,919	(959)
955.0400	Conferences & Workshops	2,500	793	1,707
942.0000	Computer Equipment Rental	15,744	15,744	-
957.0400	Liability Insurance	3,000	3,000	-
944.0000	Building Rent	8,000	8,000	-
962.0000	Miscellaneous	-	13	(13)
	Sub-total Office Disbursements	267,254	240,263	26,991
	PROGRAM DISBURSEMENTS			
	DPS Downtown Maintenance	131,620	116,726	14,894
	Promotion Personnel Costs	21,380	15,696	5,684
828.0300	Valet Services	15,000	-	15,000
829.0100	Snow Removal	40,000	42,800	(2,800)
935.0200	Maintenance PSD	39,000	34,701	4,299
901.0400	Marketing & Advertising	100,000	101,789	(1,789)
901.0500	Public Relations	7,000	3,762	3,238
903.0000	Tenant Recruitment	66,640	82,997	(16,357)
909.0000	Special Events	155,000	172,237	(17,237)
904.0000	PSD Magazine	60,000	37,680	22,320
829.0200	Web Site Maintenance	6,700	5,151	1,549
	Sub-total Program Disbursements	642,340	613,539	28,801
	Total Disbursements	909,594	853,802	55,792
	INCREASE (DECREASE) IN CASH BALANCE	253,976	(99,300)	(353,276)
	ENDING CASH BALANCE	\$ 1,256,297	\$ 862,486	\$ (393,811)

CITY OF BIRMINGHAM  
PRINCIPAL SHOPPING DISTRICT  
CASH FLOW ANALYSIS  
JULY 2021 TO JUNE 2022

DESCRIPTION	ACTUAL								PROJECTED				Total 21-22
	JULY 2021	AUGUST 2021	SEPTEMBER 2021	OCTOBER 2021	NOVEMBER 2021	DECEMBER 2021	JANUARY 2022	FEBRUARY 2022	MARCH 2022	APRIL 2022	MAY 2022	JUNE 2022	
BEGINNING CASH BALANCE	961,786	910,945	875,667	777,964	757,118	664,873	547,600	600,433	862,486	1,220,587	1,244,768	1,146,189	961,786
CASH RECEIPTS:													
2020 Assessment	19,313	45,855	-	1,798	-	-	-	-	-	-	7,210	-	74,176
2021 Assessment	-	-	-	-	-	-	146,894	380,239	411,850	91,030	-	-	1,030,013
Special Assessments	19,313	45,855	-	1,798	-	-	146,894	380,239	411,850	91,030	7,210	-	1,104,189
Interest Income	(81)	750	282	414	244	811	407	398	1,610	1,530	1,440	1,310	9,115
Gift Certificates	150	-	-	-	-	-	-	-	-	-	-	-	150
Advisory Parking Committee	-	-	-	-	-	-	-	-	25,000	-	-	-	25,000
Special Event Revenue	7,062	13,190	3,520	64,210	35,061	12,280	20,790	915	-	1,700	3,000	2,000	163,728
Sub-total cash receipts	26,444	59,795	3,802	66,422	35,305	13,091	168,091	381,552	438,460	94,260	11,650	3,310	1,302,182
CASH DISBURSEMENTS:													
OFFICE DISBURSEMENTS													
PSD Personnel Costs	32,749	22,606	24,764	20,926	21,225	36,903	21,151	23,122	25,445	25,445	25,445	25,445	305,226
727.00 Postage	-	-	-	-	-	-	-	887	-	400	400	600	2,287
729.00 Supplies	10	77	201	38	51	107	(89)	92	280	280	280	280	1,607
801.02 Legal	-	495	520	396	421	-	-	487	250	250	250	250	3,319
802.01 Audit	-	-	115	357	242	53	-	-	-	-	-	-	767
811.00 Other Contractual Service	-	200	100	100	162	100	612	100	-	-	-	2,000	3,374
933.02 Equipment Maintenance	54	-	-	155	-	-	226	-	300	-	-	300	1,035
851.00 Telephone	90	140	90	90	279	130	130	130	140	150	150	150	1,669
955.01 Training	-	-	-	-	-	-	-	-	90	80	80	90	340
955.03 Memberships & Dues	-	40	490	825	305	-	130	129	-	270	370	-	2,559
955.04 Conferences & Workshops	-	-	550	-	210	33	-	-	-	-	400	100	1,293
942.00 Computer Equipment Rental	1,968	1,968	1,968	1,968	1,968	1,968	1,968	1,968	1,969	1,969	1,969	1,969	23,620
957.04 Liability Insurance	375	375	375	375	375	375	375	375	375	375	375	375	4,500
944.00 Building Rent	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
962.00 Miscellaneous	-	-	-	-	-	-	-	13	-	-	-	-	13
Sub-total Office Disbursements	36,246	26,901	30,173	26,230	26,238	40,669	25,503	28,303	29,849	30,219	30,719	32,559	363,609
PROGRAM DISBURSEMENTS													
DPS Downtown Maintenance	22,525	16,131	19,102	14,441	10,309	15,698	9,540	8,980	6,210	6,210	6,210	22,720	158,076
Promotion Personnel Costs	2,554	1,726	1,726	1,726	1,726	2,662	1,788	1,788	2,320	2,320	2,320	2,320	24,976
828.03 Valet Services	-	-	-	-	-	-	-	-	-	-	-	-	-
829.01 Snow Removal	-	-	-	-	10,700	10,700	10,700	10,700	14,000	5,000	-	-	61,800
935.02 Maintenance PSD	-	16,422	638	2,146	2,145	6,461	-	6,889	8,000	7,000	8,000	8,000	65,701
901.04 Marketing & Advertising	-	10,583	13,119	1,250	5,725	13,774	24,226	33,112	10,000	10,000	15,000	15,000	151,789
901.05 Public Relations	-	1,500	-	245	-	-	1,500	517	-	1,000	1,000	1,000	6,762
903.00 Tenant Recruitment	-	11,026	17,278	14,433	3,198	4,876	8,463	23,723	8,330	8,330	8,330	8,370	116,357
909.00 Special Events	15,960	9,549	18,941	26,209	49,509	18,469	32,501	1,099	-	-	37,000	8,000	217,237
904.00 PSD Magazine	-	-	-	-	18,000	15,880	-	3,800	-	-	-	-	37,680
829.02 Web Site Maintenance	-	1,235	528	588	-	1,175	1,037	588	1,650	-	1,650	-	8,451
Sub-total Program Disbursements	41,039	68,172	71,332	61,038	101,312	89,695	89,755	91,196	50,510	39,860	79,510	65,410	848,829
Total Disbursements	77,285	95,073	101,505	87,268	127,550	130,364	115,258	119,499	80,359	70,079	110,229	97,969	1,212,438
INCREASE (DECREASE) IN CASH BALANCE	(50,841)	(35,278)	(97,703)	(20,846)	(92,245)	(117,273)	52,833	262,053	358,101	24,181	(98,579)	(94,659)	89,744
ENDING CASH BALANCE	910,945	875,667	777,964	757,118	664,873	547,600	600,433	862,486	1,220,587	1,244,768	1,146,189	1,051,530	1,051,530



Birmingham Shopping District  
Meeting Date: 04/07/2022  
151 Martin Street  
Birmingham, MI 48009  
248-530-1200  
ALLINBirmingham.com

## MEMORANDUM

**DATE:** March 28, 2022  
**TO:** Birmingham Shopping District Board  
**FROM:** Sean Kammer, Executive Director  
**SUBJECT:** Executive Director's Report

---

### **Merchants Meeting**

A merchant meeting was held on Wednesday, March 16 at Work Co. Topics discussed included Oakland County business services presented by Jennifer Llewelyn. The next meeting is planned to be held in April.

### **BSD Budget**

The Executive Director submitted the proposed budget for the 2022/2023 fiscal year. A recent budget meeting was held with the City Manager's office and the Finance Department.

### **Wayfinding and Gateway Signage Committee**

The committee generated a report containing formal recommendations that it plans to present to the City Commission. The committee is also requesting a resolution of support for their report from the BSD.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'SKammer', written over a horizontal line.

Sean Kammer  
Executive Director



## **Special Events Committee April 2022 Report**

**Meeting held on Friday, March 11, 2022**

**Members: Astrein (Chair), Cummings, Fehan, Hussey,  
Kay, Lipari, Pohlod and Solomon**

**Staff: Brook, Kammer, Galli**

### **1. Welcome and Introductions**

PRESENT: Astrein, Cummings, Fehan, Kay, Lipari, Pohlod

ABSENT: Hussey, Solomon

ADMINISTRATION: Brook, Kammer, Galli

GUEST: Cowan

### **2. Holiday Events Wrap-UP**

- a. The committee was happy with the 2021 holiday events. They would like to use the same times for Santa House. Brook will begin securing Santas.
- b. There was discussion about moving away from using the Lions Club to staff Santa House. The committee would like to explore other options for 2022.

### **3. 2022 Events**

#### **a. Spring Stroll**

- i. The committee is planning a new event this spring. The Spring Stroll will take place on Saturday, April 9 from 11 a.m. – 2 p.m. This event will encourage people to venture outside again and to visit stores in the downtown area.
- ii. As of March 28, more than 20 stores and over 100 families had already registered to participate. Dan Gutfreund Realty Group, Member of Signature Sotheby's International Realty is sponsoring the event.

#### **b. Art Walk**

- i. The committee would like to hold an Art Walk this summer. This would be done in conjunction with the city's arts board and the Birmingham Bloomfield Arts Center.

#### **c. Construction Activities**

- i. Touch-A-Truck – to be held at the start of the construction project.
- ii. Scavenger Hunt – similar set-up to the holiday scavenger hunt with a focus on the S. Old Woodward area.
- iii. Paint the Barricades – encourage artists to brighten up the construction area by painting the barricades. We would reach out to artists as well as school groups.

**NEXT MEETING: April 15, 2022**

**2021-22 Budget: \$200,000**

**Remaining balance after April vouchers: \$17,271**



# Marketing & Advertising Committee Meeting

April 2022 Report

Meeting held on Thursday, March 10, 2022

Members: Pohlod (Chair), Eid, Kay, and Lundberg

Guest: Gill

Staff: Kammer, Bassett

1. Attendance:

Present: Kay, Pohlod  
Absent: Eid, Lundberg, Kammer  
Others Present: Bassett, Gill

2. Public Comment: None

3. Spring Fashion Insert: The Committee discussed the creative direction and timeline for the 4-page fashion insert in the May edition of SEEN Magazine. The photoshoot will take place on Tuesday, March 29 at Blossoms. SEEN Media's designer will coordinate with BSD retailers to create the looks for the photoshoot. Final approvals will be provided by the Committee prior to the production deadline of April 15.

4. Spring/Summer Seasonal Video: The Committee discussed the creative direction and timeline for the seasonal video to be produced by SEEN Media. The video will include both existing photography and video footage of downtown Birmingham highlighting spring/summer shopping, outdoor dining and events. Final versions of the video are expected by April 18.

**NEXT MEETING: Thursday, April 21 at 8:30 a.m.**

**Marketing 2021-22 Budget: \$150,000**

**Remaining balance after April vouchers: \$36,517**

**Magazine 2021-22 Budget: \$60,000**

**Remaining balance after April vouchers: \$22,320**

# March Advertising and Marketing Report

Date Range: 2/16/2022 – 3/15/2022

## Top FACEBOOK Posts

**Birmingham Shopping District**  
Published by Erika Bassett · March 3 at 2:29 PM ·



**City Government of Birmingham, MI**  
March 3 at 1:56 PM ·


Thank you to the firefighters who worked to keep everyone safe and extinguish the fire quickly this morning at Greek Islands Coney Restaurant! The quick work of... See more

FACEBOOK	
Page Followers	11,555
Reach	16,460
Engagement	2,293

**Birmingham Shopping District**  
Published by Erika Bassett · February 17 at 3:00 PM ·

Today, February 17, for #randomactsofkindnessday, the #downtowndino was handing out sweet treats from Beyond Juicery + Eatery, BakeHouse 46 and Svenska Cafe! Even a small act of kindness can brighten someone's day and cause a ripple effect. Stay warm, safe and happy today and every day! 🍪❤️🍪


#allinbirmingham #birminghammichigan #birminghammi #spreadjoybirmingham #randomactsofkindness #cookies #donuts #sweets



**Birmingham Shopping District**  
Published by Erika Bassett · March 4 at 8:00 AM ·

Today, March 4, is employee appreciation day! We would like to recognize all of the hardworking employees at all businesses within the Birmingham Shopping District. You make Birmingham a great place to live, work and play! ❤️

#allinbirmingham #birminghammichigan #birminghammi #EmployeeAppreciationDay #thankyou #dinelocal #shoplocal #shopsmaill #locallove Astrelin Jewelers Drybar Mayweather Boxing + Fitness Birmingham MI Untied On Woodward CRAIG RYAN FINE MENSWEAR Viga USA Birm... See more





- February and March Social Media Focus: District happenings including giveaways, 'Best of' voting and general business/district highlights
- WOMC and WXYZ media Cruise Contract Spots – all used

## Top INSTAGRAM Posts

**Birmingham Shopping District**  
Published by Erika Bassett · February 17 at 3:00 PM ·

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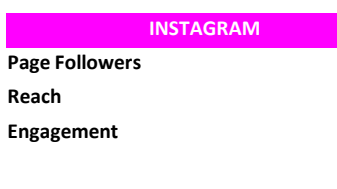
#allinbirmingham #birminghammichigan #birminghammi #spreadjoybirmingham #randomactsofkindness #cookies #donuts #sweets



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#allinbirmingham #birminghammichigan #birminghammi #EmployeeAppreciationDay #thankyou #dinelocal #shoplocal #shopsmaill #locallove Astrelin Jewelers Drybar Mayweather Boxing + Fitness Birmingham MI Untied On Woodward CRAIG RYAN FINE MENSWEAR Viga USA Birm... See more

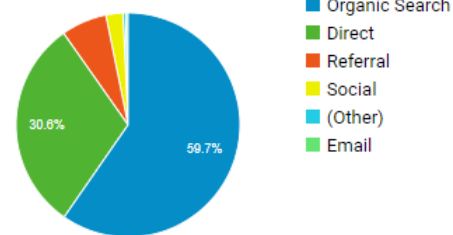


### INSTAGRAM

Page Followers	5,049
Reach	5,689
Engagement	1,098

## Website Performance Metrics

### Top Sources/Media



**Users:** 8,905  
**Page Views:** 7,349  
**Bounce Rate:** 49.80%  
**Avg. Duration:** 1:50 min.

### Most Popular Pages

Page
1. /home
2. /gift-cards-shopper-information
3. /shops?cat=all
4. /visitors/farmers-market
5. /calendar
6. /dine?cat=all



*The Shopping District*

## **Maintenance/Capital Improvement Committee**

### **April 2022 Report**

**Meeting held on Tuesday, March 15, 2022**

**Members: Lipari (Chair), Pohlod (Vice Chair), Quintal, Fehan, Roberts, Ceresnie, Rea**

**1. Attendance:**

Members Present:

Sarvy Lipari, Amy Pohlod, Doug Fehan, Steve Quintal

Staff Present:

Sean Kammer, Brendan McGaughey, Brad McNab

Absent:

Bill Roberts, Glenn Ceresnie, Ron Rea

**2. Public Comment: None**

**3. Concrete planters discussion**

Committee advised that the BSD reduce the number of planters down to 15 and communicate with Mosher about the reduced costs of planters. The plan is to eventually phase out the planters. Committee discussed giving away the planters or having DPS dispose of them. Committee reviewed a map of the concrete planters.

**4. Upcoming S. Old Woodward Construction**

- Committee reviewed a list of businesses in the construction zone and provided feedback. Committee discussed valet parking. Kammer reported that he is working on an RFP which he intends to publish on Monday, March 21, with a response deadline of April 11. The committee will have the opportunity to review the responses at the April 12 committee meeting.
- Committee discussed asking the APC for funds to support construction programming.
- Committee discussed the possibility of leasing private parking structures and lots to compensate for the loss of public on-street parking during construction. Quintal pointed out that most properties on the south section of S. Old Woodward already have access to private parking lots, so parking issues may not be as urgent as previously suggested.

**5. Wayfinding and gateway Signage Committee update**

Fehan updated the committee regarding the Wayfinding Committee's progress.

**NEXT MEETING: Tuesday, April 12, 2022 at 8:30 a.m.**

**2021-22 Budget: \$70,000**

**Remaining balance April vouchers: \$27,515**

**Snow removal 2021-22 Budget: \$59,000**

**Remaining balance after April vouchers: -\$5,200**





## **Business Development Committee**

### **April 2022 Report**

**Meeting held on Thursday, March 24, 2022**

**Members: Surnow (Chair), McKenzie (Co-Chair),  
Hockman, Quintal**

**Staff: Kammer**

1. Welcome and Introductions
2. Roll Call/Attendance:  
Present: McKenzie, Hockman  
Staff Present: Sean Kammer  
Absent: Sam Surnow  
Others Present: Cindy Ciura, Zachary Kay
3. There was no public comment
4. Pipeline report and retail attraction update provided by CC Consulting. CC Consulting is having conversations with a business potentially looking at 168 West Maple. Recruiter reported 'unfortunate' news about Amazon choosing to close all of their retail bookstore locations and are now no longer a prospect. Recruiter has been working with a developer about the construction of a restaurant, who has submitted an LOI. Recruiter reported that the restaurant has other locations in Phoenix, Los Angeles, and Dallas.
5. Executive Director updated the committee about Text My Gov, a text communication service which may be helpful during the scheduled construction on South Old Woodward. The contract has been reviewed by the City Attorney. The contract is currently being reviewed by the vendor. Committee asked how cell phone numbers would be collected and how the program would be used. Committee asked if this would be intended to converse with the public or downtown businesses. Executive Director indicated that it can be used for both and that phone numbers would be collected by the BSD.
6. Executive Director reported to the committee that the next business anniversary to be recognized will be Hunter House, which is celebrating 70 years in downtown Birmingham.
7. Executive Director provided an update regarding the employee attraction program. Kammer explained that a major component of the employee attraction program was something that could assist employees with public transit. Kammer met with SMART, who informed him that subsidizing transit for 100 workers for a year would be approximately \$84,000. Kammer is investigating other potential funding sources that could significantly reduce this number.
8. Executive Director presented an updated draft of the business mix analysis. Work is ongoing but BSD staff has catalogued over 1.5 million square feet of commercial space. Letters were sent out to business owners to provide us with additional information about their businesses by filling out a form. Kammer explained that because smaller stores that had been classified as furniture stores have closed since 2017, the number of storefronts selling furniture hasn't dramatically changed, including the recent announcements of CB2, RH, and Serena & Lily.

However, the new stores are significantly bigger and require a larger trade area to sustain themselves. So the question about share of the furniture market in downtown should include an analysis based on the square footage of the furniture stores.

9. The committee discussed the contract with CC Consulting. The contract is set to expire on March 31, 2022. The committee is recommending that the contract be renewed for one year with no changes to the agreement.

**NEXT MEETING: Thursday, April 21, 2022 at 8:30 a.m.**

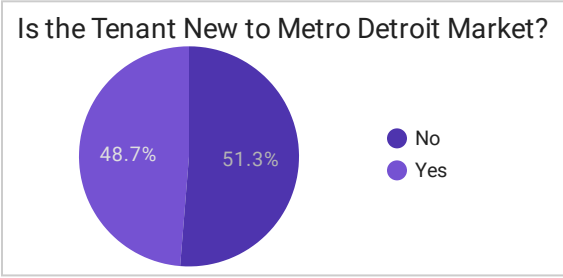
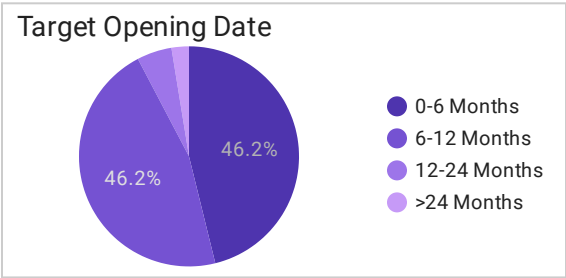
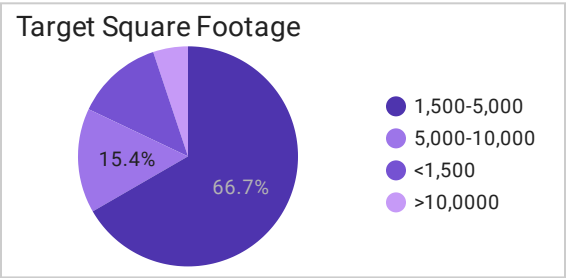
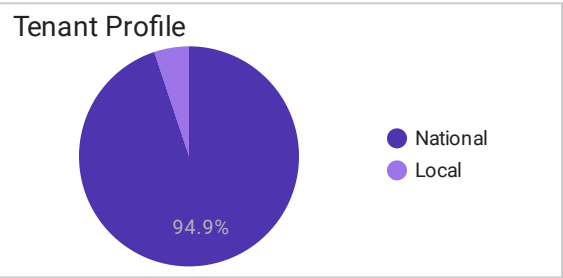
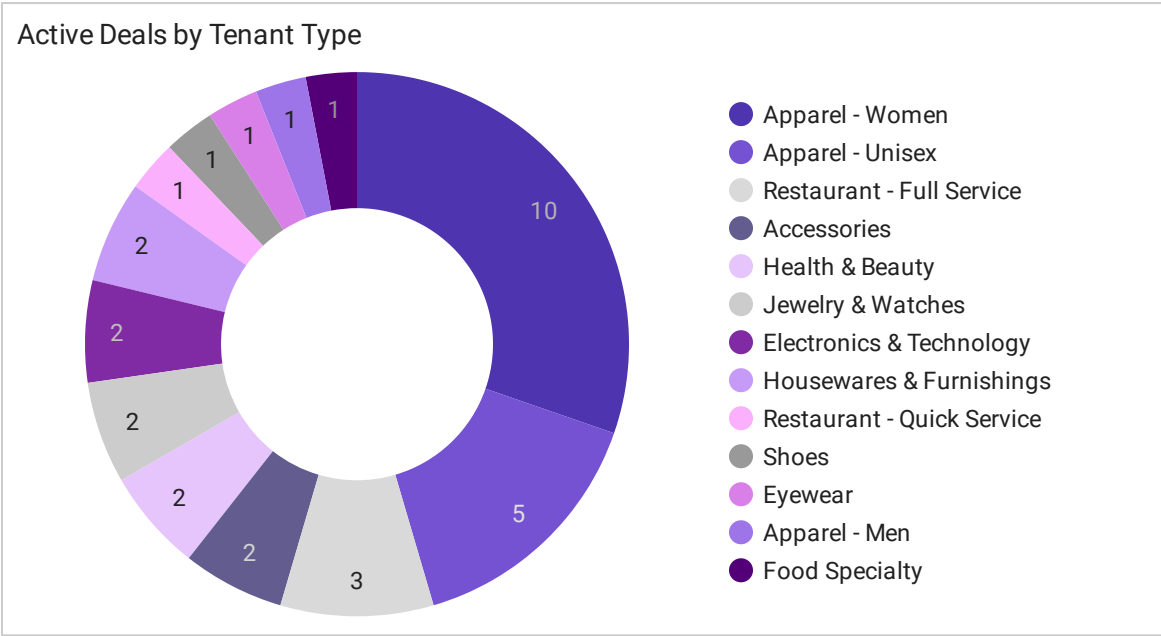
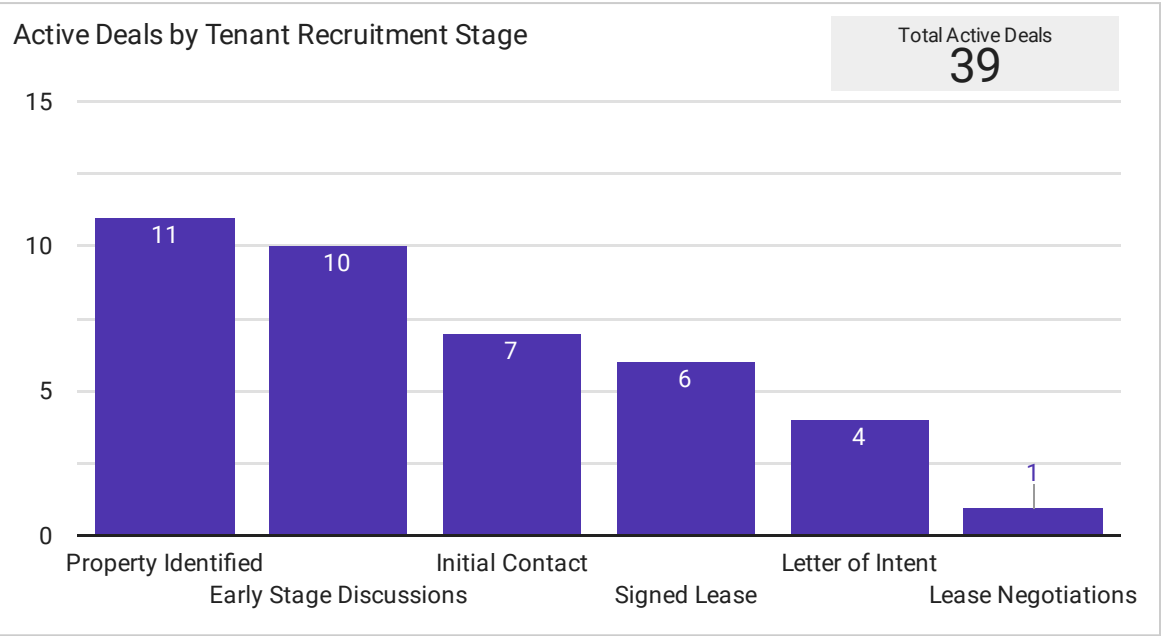
**2021-22 Budget: \$100,000**

**Remaining balance after April vouchers: \$3,725**

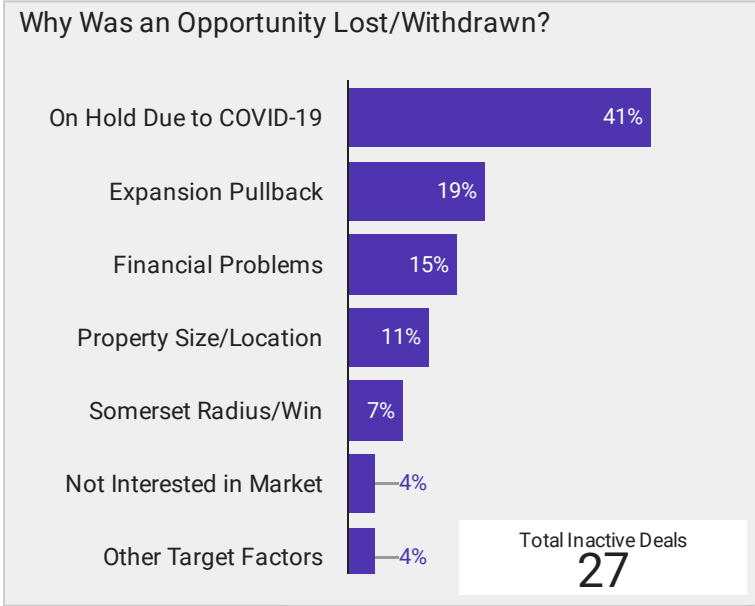
# Birmingham Shopping District Tenant Recruitment Pipeline Report

Select Date Range:

Jan 1, 2020 - Mar 31, 2022



Active Deals with Signed Letter of Intent						
	Tenant Type	Tenant Profile	Target Opening Date	Target Square Footage	Street Location	Most Recent Tracking Date
1.	Restaurant - Full Service	National	6-12 Months	5,000-10,000	W Merrill	Letter of Intent Mar 22, 2022
2.	Apparel - Women	Local	6-12 Months	1,500-5,000	W Maple	Letter of Intent Mar 22, 2022
3.	Jewelry & Watches	National	0-6 Months	1,500-5,000	Pierce	Signed Lease Feb 7, 2022
4.	Health & Beauty	National	0-6 Months	1,500-5,000	N Old Woodward	Lease Negotiations Jan 5, 2022
5.	Restaurant - Full Service	National	6-12 Months	5,000-10,000	W Merrill	Letter of Intent Jan 5, 2022
6.	Housewares & Furnishings	National	12-24 Months	5,000-10,000	N Old Woodward	Signed Lease Jan 5, 2022
7.	Restaurant - Quick Service	Local	0-6 Months	1,500-5,000	Pierce	Letter of Intent Sep 24, 2021
8.	Apparel - Athletic	National	0-6 Months	<1,500	W Maple	Signed Lease Aug 24, 2021
9.	Apparel - Unisex	National	0-6 Months	1,500-5,000	S Old Woodward	Signed Lease Aug 24, 2021



**SCHEDULED TO OPEN/OPENED IN LAST 12 MONTHS**

**APRIL 2022**

**Office Occupancy Rate 88%**

**Retail Occupancy Rate 96%**

<b>Name of Business</b>	<b>Property Address</b>	<b>Street Name</b>	<b>Notes</b>	<b>Date of notification</b>	<b>Scheduled to Open/Moved/Closed/Opened in last 12 months</b>
Sweetgreen	167	Old Woodward, North	Restaurant	03/29/22	Scheduled to Open
Serena & Lily	299	Maple Road, West	Home furnishings	03/01/22	Scheduled to Open
Sybil	211	Hamilton Row	Dining	02/08/22	Scheduled to Open
Faherty	128	Old Woodward, South	Apparel	02/08/22	Scheduled to Open
Brilliant Earth Jewelry	277	Pierce Street	Jeweler	02/03/22	Scheduled to Open
Zahra	227	Old Woodward, South	Apparel - Women	02/03/22	Scheduled to Open
Zana	210	Old Woodward, South	Dining	02/03/22	Scheduled to Open
Cosmo Salon Studios	255	Old Woodward, South	Salon	08/27/21	Scheduled to Open
Clean Juice	148	Pierce Street	Juice bar	11/01/20	Scheduled to Open
Paris Baguette	183	Old Woodward, North	Bakery	03/15/22	Opened
Circa Lighting	250	Merrill Street	Home	03/17/22	Opened
The Apap Realty Group	135	Old Woodward, North	Real Estate	03/17/22	Opened
(at) @properties	400	Old Woodward, South	Real Estate	03/22/22	Opened
Majda Diamond Vault	230	Merrill Street, East	Jeweler	02/03/22	Opened
State & Liberty	141	Maple Road, West	Apparel - Men	11/23/21	Opened
Mare Mediterranean	115	Willits Street	Restaurant	11/01/21	Opened
The Great Eros	245	Maple Road, West	Apparel - Women	10/28/21	Opened
Röre Method	700	Old Woodward, North	Health/Fitness	09/16/21	Opened
Lux Travel Girl	114	Old Woodward, South	Travel	08/26/21	Opened
Sushi Japan	176	Old Woodward, South	Restaurant	08/01/21	Opened
Tappers Gold Exchange	251	Merrill Street, East	Jeweler	08/01/21	Opened
DiMaggio Fine Art & Jewelry	175	Maple Road, West	Jeweler	08/01/21	Opened
American Epoxy Systems	363	Maple Road, East	Home	06/21/21	Opened

**SCHEDULED TO OPEN/OPENED IN LAST 12 MONTHS****APRIL 2022****Office Occupancy Rate 88%****Retail Occupancy Rate 96%**

<b>Name of Business</b>	<b>Property Address</b>	<b>Street Name</b>	<b>Notes</b>	<b>Date of notification</b>	<b>Scheduled to Open/Moved/Closed/Opened in last 12 months</b>
The Shade Store	142	Old Woodward, South	Home furnishings	06/21/21	Opened
Vestalia Home	794	Old Woodward, North	Home furnishings	06/21/21	Opened
Mandy Rose Makeup	280	Merrill Street, East	Salon	06/08/21	Opened
Area Rugs	202	Maple Road, East	Home furnishings - rugs	05/15/21	Opened
Beauty Fusion Aesthetics	555	Old Woodward, South, Suite 20U	Salon/Spa	04/29/21	Opened
Birmingham Pub	555	Old Woodward, South	Restaurant	04/29/21	Opened

## MONTHLY PARKING PERMIT & ACTIVITY REPORT

For the month of: February 2022

Date Compiled: March 15, 2022

Space Count	Pierce	Park	Peabody	N.Old Wood	Chester					Total
Total Garage Spaces	706	811	437	745	880					3579
Garage Monthly Permits Authorized	751	945	536	981	1368					4581

	\$70	\$70	\$70	\$70	\$50					
Permits Issued	Pierce	Park	Peabody	N.Old Wood	Chester					Total
Garage permits end of previous month	662	816	483	822	1089					3872
Garage permits canceled in month	5	13	3	42	14					77
Garage permits added in month	85	99	31	15	16					246
Total Garage permits end of month	742	902	511	803	1091					4049
Garage permits available	9	43	25	178	277					532
Garage evening passes	38	7	6	6	15					72

						\$210	\$150	\$180	\$105	
Hangtags						Lot #6	Lot #6 econ	Lot A & C	Lot B	Total
Total Hangtag Lot Spaces						174	79	8	40	301
Hangtag Lot Quarterly Permits Authorized						177	40	8	30	255
Hangtags issued						138	30	0	5	173
Hangtags available						39	10	8	25	82

Waiting List	Pierce	Park	Peabody	N.Old Wood	Chester	Lot #6	Lot #6 econ	Lot A & C	Lot B	Total
On Wait List - end of month	23	6	12	11	12	0	0	0	0	64
On Wait List-Unique Individuals**										0
Total On Wait List										64

Tuesday February 15th

Data from peak period of 2pm	Pierce	Park	Peabody	N.Old Wood	Chester	Lot #6	Lot #6 econ	Lot A & C	Lot B	Total
Transient parker occupied	234	290	6	320	201	N/A	N/A	N/A	N/A	1051
Monthly parker occupied	262	160	219	70	37	N/A	N/A	N/A	N/A	748
Total parker occupied	496	450	225	390	238	N/A	N/A	N/A	N/A	1799
Total spaces available at	210	361	212	355	642	N/A	N/A	N/A	N/A	1780
Percentage occupied	70%	55%	51%	52%	27%					50%

\*\* Unique individuals represent the actual number of unique people on the wait list regardless of how many structures they have requested.

## SP+ PARKING

### Birmingham Parking System Transient & Free Parking Analysis Months of February 2020; 2021 & 2022

#### February 2020

GARAGE	TOTAL CARS	FREE CARS	CASH REVENUE	% FREE
PEABODY	16,994	9,428	\$ 34,119.00	55%
PARK	18,860	7,178	\$ 43,296.00	38%
CHESTER	5,023	2,016	\$ 29,608.01	40%
WOODWARD	12,260	12,260	\$ 806.00	100%
PIERCE	21,364	8,876	\$ 68,255.00	42%
<b>TOTALS</b>	74,501	39,758	\$ 176,084.01	53%

#### February 2021

GARAGE	TOTAL CARS	FREE CARS	CASH REVENUE	% FREE
PEABODY**	10,452	10,452	\$ -	100%
PARK**	7,922	7,922	\$ -	100%
CHESTER**	3,988	3,988	\$ -	100%
WOODWARD**	6,902	6,902	\$ -	100%
PIERCE**	15,111	15,111	\$ -	100%
<b>TOTALS</b>	44,375	44,375	\$ -	100%

#### February 2022

GARAGE	TOTAL CARS	FREE CARS	CASH REVENUE	% FREE
PEABODY	6,733	5,968	\$ 4,620.00	89%
PARK	12,788	9,342	\$ 20,338.00	73%
CHESTER	16,703	11,215	\$ 30,310.00	67%
WOODWARD	8,544	6,240	\$ 11,938.00	73%
PIERCE	21,929	13,274	\$ 54,476.00	61%
<b>TOTALS</b>	66,697	46,039	\$ 121,682.00	69%

<b>BREAKDOWN:</b>	TOTAL CARS	-10%
<b>Compare 20 vs 22</b>	FREE CARS	+14%
	CASH REVENUE	-31%

#### Notes:

- 1) Due to Covid-19 free parking in place starting March 17, 2020 - June 30, 2021.
- 2) February 2021 car counts based on passages only

# Birmingham Principal Shopping District Board

Voucher List For: 04/07/2022

Early Release	Vendor	Description	Account	Amount
	AMAZON CAPITAL SERVICES INC	MOVIES FOR MOVIE NIGHTS	SPECIAL EVENTS	112.64
	AUDACY OPERATIONS, INC.	SOCIAL MEDIA RESTAURANT WEEK	MARKETING & ADVERTISING	2,250.00
	BEIER HOWLETT P.C.	LEGAL FEES	LEGAL SERVICES	280.50
	CC CONSULTING LLC	RETAIL CONSULTING	TENANT RECRUITMENT	2,333.33
	DENNIS FARAC	PERFORMANCE AT BFM	SPECIAL EVENTS	200.00
	DOWNTOWN IDEA EXCHANGE	ANNUAL SUBSCRIPTION EXP 3-1-23	MEMBERSHIP & DUES	246.50
	JCC CREATIVE LLC	SOCIAL MEDIA PHOTOGRAPHY	MARKETING & ADVERTISING	200.00
	JOHN PETERS	PERFORMANCE AT BFM	SPECIAL EVENTS	250.00
	KROGER COMPANY	COOKIES FOR EMPLOYEE APPRECIATION DAY	SPECIAL EVENTS	57.03
	MILES PARTNERSHIP LLLP	WEBSITE COOKIE POP-UP AND CAPTCHA	WEB SITE MAINTENANCE	2,067.50
	MY CONCIERGE MICHIGAN, LLC	PRINTING OF EMPLOYEE DISCOUNT CARDS	PETTY CASH	95.00
	NICK'S MAINTENANCE SERVICE	SNOW CLEARING SERVICES	SNOW REMOVAL CONTRACT	12,650.00
	OFFICE DEPOT INC	MISC OFFICE SUPPLIES	OPERATING SUPPLIES	112.86
	SIGNS-N-DESIGNS INC	CONSTRUCTION SIGNS	MARKETING & ADVERTISING	340.00
	SP+ CORPORATION	EMPLOYEE PARKING	OTHER CONTRACTUAL	100.00
	SWANK MOVIE LICENSING	MOVIE RENTAL JUNE	SPECIAL EVENTS	700.00
	TASTE THE LOCAL	ADVERTISING	MARKETING & ADVERTISING	360.00
*	MICHIGAN ECONOMIC	CAPITAL DAY	CONFERENCES & WORKSHOPS	125.00



**Birmingham Principal Shopping District Board****Voucher List For:** 04/07/2022

Early Release Vendor	Description	Account	Amount
		<b>Total :</b>	<b>\$ 22,480.36</b>
<b>Journal Entries</b>			
	City of Birmingham - Postage for merchant mailing		\$ 140.45
	Petty Cash - Cookie bags for Employee Appreciation Day		9.00
	Verizon - Sean, Jaimi and Erika cell phone		129.58
	Universal Container - Replacement Cutting Die		417.50
	Credit Card - Dollar Tree, Spring Stroll give aways		187.50
	Credit Card - Facebook, Boosted post		50.00
	Credit Card - Main Street America, Annual membership		295.00
	Credit Card - Michigan Economic Development, Capitol Day event		125.00
	Credit Card - Discount School Supply, Spring Stroll give aways		229.97
	Credit Card - Oriental Trading, Spring Stroll give aways		149.46
	Credit Card - SignUpGenius, Spring Stoll sign up		11.99
	Credit Card - Trophy Depot, Business Anniversary gift		69.62
	City of Birmingham - Movie Nights application fee		165.00
	City of Birmingham - Movie Nights est costs		3,681.11
	City of Birmingham - Day On The Town application fee		165.00
	City of Birmingham - Day On The Town est costs		4,481.11
	City of Birmingham - Farmers Market application fee		165.00
	City of Birmingham - Farmers Market est costs		4,507.78
	Total Journal Entries		\$ 14,980.07
	TOTAL VOUCHERS AND JOURNAL ENTRIES		\$ 37,460.43
=====			

\*Items marked with an asterisk were submitted in advance and prior to board approval

**Board Chair** \_\_\_\_\_**Date** \_\_\_\_\_



Birmingham Shopping District  
Meeting Date: 04/07/2022  
151 Martin Street  
Birmingham, MI 48009  
248-530-1200  
ALLINBirmingham.com

## MEMORANDUM

**DATE:** March 29, 2022  
**TO:** Birmingham Shopping District Board  
**FROM:** Sean Kammer, Executive Director  
**SUBJECT:** Text My Gov Communication Service

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The board may recall previous reports from the executive director regarding the search for a service that could help facilitate communication between the BSD and downtown stakeholders during the South Old Woodward Reconstruction project. The sometimes fast-changing nature of the construction project creates considerable demand for up to date communications to business and property owners. Communication was also cited as the most important concern among property owners who attended the July 13, 2021 Merchant Meeting, which was dedicated to discussing the upcoming construction project.

Recently, the executive director presented the service TextMyGov to the Business Development Committee. This service provides two way communication that includes the ability for the BSD to send out mass texts to subscribers in real or scheduled time. Additionally, the public can text questions to the service and receive automated responses about the construction project. It is expected that this service will significantly reduce staff time concerning calls and questions, improve communications with business and property owners in the affected construction area, and provide key insights based on the types of questions the BSD receives.

Typically, TextMyGov requires a two-year subscription at a total cost of \$9,600. However, the BSD was able to successfully negotiate a one-year agreement at a rate of \$5,500. The Business Development Committee recommends moving forward with a one-year subscription with TextMyGov. Should the service demonstrate its value in other areas, there may be an option to extend the agreement beyond the initial year.



Birmingham Shopping District  
Meeting Date: 04/07/2022  
151 Martin Street  
Birmingham, MI 48009  
248-530-1200  
ALLINBirmingham.com

Should the board concur with the committee's recommendations, a resolution has been prepared for its consideration.

**Be it resolved,** the board approves the one year agreement with TextMyGov for a fee not to exceed \$5,500.

Respectfully submitted,

Sean Kammer  
Executive Director

## AGREEMENT OF TEXT COMMUNICATION SERVICE

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **BIRMINGHAM SHOPPING DISTRICT**, (hereinafter called "BSD"), having its principal municipal office at 151 Martin Street, Birmingham MI and TextMyGov a Utah Corporation, whose address is P.O. Box 3784 Logan, UT 84323, (hereafter referred to as Vendor) and the foregoing shall collectively be referred to as the parties.

**WHEREAS**, the BSD desires a text-based communication service for communication with downtown business owners, downtown property owners, and the general public during the S. Old Woodward Avenue construction project; and

**WHEREAS**, Vendor has qualifications that meet the project requirements and has provided a response and cost proposal to perform text-based communication services.

**NOW, THEREFORE**, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

**1. MUTUALLY AGREE:** It is mutually agreed by and between the parties that the TextMyGov proposal, which includes text communication services shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (Attached hereto as Attachment "A"). If any portions of this Agreement are found to conflict with any portions of Attachment A, this Agreement shall take precedence.

**2. TERM:** This Agreement shall have a term of one (1) year from the date stated above. The BSD shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice following the initial first year of service.

**3. TERMS OF PAYMENT:** The BSD shall pay the Vendor \$5,500 for a one year subscription to the TextMyGov service. The BSD may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the BSD, nor shall preparation of said invoices be billed to the BSD or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the BSD.

**4.** Vendor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

**5. INSURANCE SUBMISSION REQUIREMENTS:** The Vendor has submitted proof to the BSD that it meets all BSD insurance requirements. Insurance, with coverage amounts at no less than the BSD's minimum requirements, must be held by the Vendor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Vendor acceptance of the terms of this Agreement.

**6. CONFIDENTIAL AND OR PROPRIETARY INFORMATION:** The Vendor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or

proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Vendor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the BSD. Therefore, the Vendor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Vendor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Vendor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

**7. INDEPENDENT Vendor:** The Vendor and the BSD agree that the Vendor is acting as an independent contractor with respect to the Vendor's role in providing services to the BSD pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Vendor nor its employees shall be construed as employees of the BSD. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the BSD nor the Vendor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Vendor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the BSD, or be deemed an employee of the BSD for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the BSD.

**8. COMPLIANCE WITH LAWS:** Vendor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the BSD, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Vendor is subject, Vendor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

**9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS:** Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the BSD, by and through its Executive Director, to terminate this Agreement, or at the BSD's option, the BSD may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Vendor, either by offset to any amounts due and owing Vendor for services provided to the BSD, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Vendor agrees and understands that its engagement is at will and may be terminated by the Executive Director for any cause or no cause.

**10. INDEMNIFICATION:** To the fullest extent permitted by law, the Vendor and any entity or person for whom the Vendor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and

all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the Vendor including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City/BSD.

## **11. STANDARD INSURANCE REQUIREMENTS:**

The Vendor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Vendor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: Vendor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: Vendor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Vendor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

D. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Vendor will provide services that are customarily subject to this type of coverage.

E. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Vendor shall deliver renewal certificates and/or policies to the BSD at least (10) days prior to the expiration date.

F. Proof of Insurance Coverage Vendor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham/BSD, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

G. Maintaining Insurance: Upon failure of the Vendor to obtain or maintain such insurance coverage for the term of the Agreement, the BSD may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the BSD shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

**12. WRITTEN NOTICES:** Written notices regarding this Agreement shall be addressed to the following:

BSD: Birmingham Shopping District  
151 Martin Street  
Birmingham, Michigan 48009  
Attn: Sean Kammer,  
BSD Executive Director (insert department head)

Vendor : \_\_\_\_\_

Attn: \_\_\_\_\_

**13. COVID:** The Vendor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Vendor staff which will be in physical contact with BSD staff must have current vaccinations against COVID-19. The BSD, at its discretion, may ask for proof of vaccination of Vendor staff. Failure to provide proof of vaccination when requested will cause the BSD to request un-vaccinated personnel to leave, request alternate staff, and if Vendor is unable to comply, this violation of safety protocols will constitute a breach of contract by Vendor.

**14. AMENDMENTS:** No amendment, modification or supplement to this Agreement

shall be binding unless it is in writing and signed by authorized representatives of the parties.

**15. WAIVER OF BREACH:** No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

**16. COMPLETE AGREEMENT:** The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Vendor agreement with the BSD. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the BSD and Vendor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

**17. DIRECT OR INDIRECT INTEREST:** If, after the effective date of this Agreement, any official of the BSD, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of Vendor, the BSD shall have the right to terminate this Agreement without further liability to Vendor if the disqualification has not been removed within thirty (30) days after the BSD has given the Vendor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

**18. FAILURE TO PERFORM.** If Vendor fails to perform its obligations hereunder, the BSD may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

**19. LEGAL PROCEEDINGS:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48<sup>th</sup> District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

**20. FAIR PROCUREMENT OPPORTUNITY:** Procurement for the BSD will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the BSD.



**IN WITNESS WHEREOF**, the parties hereto agree to be bound by the above terms and conditions, and Vendor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

Vendor

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

Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) ss:  
COUNTY OF OAKLAND    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, who acknowledged that with authority on behalf of \_\_\_\_\_ to do so he/she signed this Agreement.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_

**BIRMINGHAM SHOPPING  
DISTRICT**

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

Its: Chairman

Approvals:

\_\_\_\_\_  
Sean Kammer, BSD Executive Director  
(Approved as to substance)

\_\_\_\_\_  
Thomas M. Markus, City Manager  
(Approved as to substance)

\_\_\_\_\_  
Mark Gerber, Director of Finance  
(Approved as to financial obligation)

\_\_\_\_\_  
Mary M. Kucharek, City Attorney  
(Approved as to form)

TextMyGov  
P.O. Box 3784  
Logan, Utah 84323  
435-787-7222

## Partnership Proposal

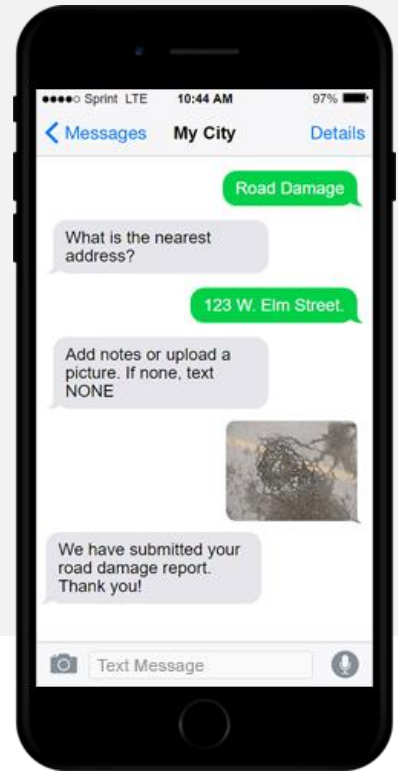
### Introducing TextMyGov

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

According to the Pew Research Center, *97% of smartphone owners text regularly.*

The technology analysts at Compuware reported *that 80 to 90% of all downloaded apps are only used once and then eventually deleted by users.*



### TextMyGov Solutions:

*Communicate, Engage, Boost Website Traffic, Track, and Work*



#### Communicate

TextMyGov uses smart texting technology to communicate with citizens. Local government agencies can answer questions, send links to their website, and provide details on garbage pickup, utility payments, city news, events, office hours, just to name a few.



#### Engage

TextMyGov uses smart texting technology to engage with citizens. Citizens can easily report issues to any department, such as potholes, drainage problems, tall grass, junk cars. The issue reporting function can be customized for each department and their most commonly reported items. Agencies can engage citizens and ask specific guided questions regarding location, address, street name, and more. If your goal is to engage with citizens and get smart valuable data- You need TextMyGov.

# ATTACHMENT A



## Boost Website Traffic

TextMyGov uses smart texting technology to maximize a cities website. Citizens can text in keywords like festival, parking, ticketing, meeting, sporting event, etc. The smart texting technology can answer the question or send a link from the city's website with additional information. Local government agencies spend thousands of dollars each year on their website. TextMyGov is the best way to benefit from that investment. If your goal is to benefit from your website investment- You need TextMyGov.



## Track

TextMyGov uses smart texting technology to track and record all the information that is sent in. Agencies can track the cell phone number, date, and time of every request. If your agency wants to be compliant with FOIA- You need TextMyGov.



## Work

Smart texting uses detailed information to track a citizen's request or create a work order. Work orders and requests can be generated and completed. Smart texting allows you to easily collect information like name, location, street address, and allows the user to upload a photo. If your agency wants to track real requests and real work orders submitted by a real cell phone number- You need TextMyGov.

## Implementation

### Getting Started

After the execution of the basic service agreement, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

### Configuration

The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

### Media Kit

Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

### Unlimited Training and Support

After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am-5pm MST.

# ATTACHMENT A

## Subscription Cost Breakdown

This quote represents a subscription to TextMyGov with an annual reoccurring charge for a period of one year. The agreement is set to automatically renew on the date of this agreement, after year one. See below for package price and other details.

Terms and conditions can be printed and attached as Exhibit A or viewed at [www.TextMyGov.com/terms](http://www.TextMyGov.com/terms)

Prepared for:  
Birmingham Shopping District  
151 Martin St  
Birmingham, MI 48009, USA  
Sean Kammer

Prepared by:  
Tyler Deeble  
Account Executive  
P.O. Box 3784  
Logan, UT 84323

Package	Package Price	Billing
TextMyGov Package includes: <ul style="list-style-type: none"><li>TextMyGov Web-Based Software</li><li>Local Phone Number</li><li>Short Code Number (for outgoing messages)</li><li>Unlimited Users</li><li>Unlimited Departments</li><li>Unlimited Support for Every User</li><li>10 GB Managed online data storage</li><li>50,000 Text Messages per year</li></ul>	\$5,500	Annual
Implementation/Setup Fee	\$0	One Time
Total (First Year):	\$5,500	First Year
Total (Ongoing):	\$5,500	Annual

### Notes:

- This is a one-year contract. After the initial one year, the contract can be canceled by providing 60-day written notice.
- After the initial one-year contract, the agreement will revert to a year to year.
- Customer is required to put Text My Gov widget on the Agencies Web Home page.
- This agreement and pricing were provided at the customer's request and are good for until April 15<sup>th</sup>, 2022.
- Customer is required to provide copy of W-9

# ATTACHMENT A

## Additional Services

TextMyGov provides additional applications and services that can be purchased as part of the TextMyGov solution. These can be added to the customer's annual\* cost, upon request.

Enhanced Media & Care Package – Marketing materials and expert implementation to promote and optimize TextMyGov, see us here for additional information- <a href="https://textmygov.com/enhanced-media-care/">https://textmygov.com/enhanced-media-care/</a>	Price based on Population	Annual
Additional Storage – Each unit of storage contains an additional 100 GB.	\$250	Annual
Additional text messages – Additional text messages can be purchased at any time. (\$750 for 100,000), (\$550 for 50,000), (\$300 for 25,000)	Price based on amount of text messages	Annual

## Agreement Confirmation

### Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

### Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

### Billing Information

Billing Contact Name:

Title:

Email:

Office Phone:

Address:

(Please attach copy of W-9 or Tax Exemption form. Must include FEIN #.)

# ATTACHMENT A

## Agreement Signature

Name:

Title:

Date:

Signature:

## Widget Contact

Name:

Title:

Date:

Signature:

(This person is responsible for placing the Text My Gov Widget (see options-<https://support.textmygov.com/widget/>) on the agency's website within 60 days of the signature. The Text My Gov widget will remain on agencies website for the duration of the agreement. This agreement was discounted \$1000/annually so the agency understands that they are required to place and maintain the widget on the agencies website.)

## Twilio Contact Authorization

### Twilio Authorized Contacts

Employee Name (1):

Email:

Business Title:

Job Position:

Phone Number:

Employee Name (2):

Email:

Business Title:

Job Position:

Phone Number:

☐ I confirm that my nominated authorized representatives agree to be contacted by Twilio.



Birmingham Shopping District  
Meeting Date: 04/07/2022  
151 Martin Street  
Birmingham, MI 48009  
248-530-1200  
ALLINBirmingham.com

## MEMORANDUM

**DATE:** March 29, 2022  
**TO:** BSD Board of Directors  
**FROM:** Sean Kammer, Executive Director  
**SUBJECT:** Retail Recruiter Contract

---

The BSD's contract with CC Consulting to provide retail recruiting and business retention services expired on March 31, 2022. The contract was originally enacted in 2019 at a price of \$25,000 for a one-year contract term. The contract was renewed in 2020. In April of 2021, the contract was renewed again with a base pay of \$28,000 and a maximum rate of \$50,000, providing bonuses for signed leases.

In June of 2021, the contract was amended, increasing the maximum compensation to \$75,000. CC Consulting submitted a total of six signed leases for bonuses, including Johnny Was in 2020, Faherty, State and Liberty, and Evereve expansion in 2021, and CB2 and Brilliant Earth in early 2022.

The maximum compensation level of \$75,000 was reached for the previous contract. The bonus payment for Brilliant Earth was not able to be paid in full due to the maximum compensation limit imposed by the terms of the contract.

The contract may be renewed on an annual basis by the board. If the board elects to renew the contract, it would take effect on April 7, 2022. The board also can change the compensation and term of the contract upon renewal, with the inclusion of an addendum to the contract.

The Business Development Committee recommends renewing the contract for a one year term with no changes to the previous agreement nor compensation.



Birmingham Shopping District  
Meeting Date: 04/07/2022  
151 Martin Street  
Birmingham, MI 48009  
248-530-1200  
ALLINBirmingham.com

Should the board concur with the committee's recommendations, a resolution has been prepared for its consideration.

**Be it resolved,** that the board approves the one year extension to the contract with CC Consulting.

Respectfully submitted,

Sean Kammer  
Executive Director



## **ADDENDUM TO ATTACHMENT A – AGREEMENT**

### **For Third Party Retail Recruiter**

This ADDENDUM, made this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the BIRMINGHAM SHOPPING DISTRICT, (hereinafter called “BSD”), having its principal municipal office at 151 Martin Street, Birmingham MI, and CC CONSULTING (hereinafter called “Recruiter”), having its principal office at 7 West Square Lake Rd., Bloomfield Hills, MI, provides as follows:

#### **WITNESSETH:**

**WHEREAS**, the Parties entered into an Agreement that Recruiter provide certain recruiting services for the BSD on April 1, 2019; and,

**WHEREAS**, the Agreement contained a one year term, which could be renewed each year through BSD Board approval in paragraph 3, page 1 of the Agreement; and,

**WHEREAS**, the Agreement was extended for an additional one year term through BSD Board approval, beginning April 1, 2020, expiring March 31, 2021; and,

**WHEREAS**, the Agreement was extended again for an additional one year term through BSD Board approval, beginning April 1, 2021, expiring March 31, 2022; and,

**WHEREAS**, the Agreement was amended through BSD Board approval to increase the maximum possible compensation from \$50,000 to \$75,000 on June 3, 2021; and,

**WHEREAS**, the Agreement dictated that if changes to the original terms are sought, an amendment to the Agreement must be prepared and signed before any changes are effective; and,

**WHEREAS**, the Parties seek to extend the Agreement for an additional year, beginning April 7, 2022 and expiring March 31, 2023.

**NOW, THEREFORE**, the Parties agree to extend the Agreement for an additional year, beginning April 7, 2022, expiring March 31, 2023 and agree to the following amendments to the agreement:

1. The BSD shall pay the Recruiter for the performance of the terms in the Agreement as set forth in the “Third Party Retail Consultant Compensation Schedule”, attached as Exhibit “B” to this Addendum.
2. The adoption of this agreement replaces the previously adopted amendments dated as of April 1, 2021, and April 1, 2020.

----- The remainder of this page has been left intentionally blank.-----

**IN WITNESS WHEREOF**, the said parties have caused this Addendum to be executed as of the date and year above written.

RECRUITER:

BY: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN

COUNTY OF OAKLAND

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared \_\_\_\_\_, who acknowledged that with the authority to do so she signed this Agreement.

\_\_\_\_\_  
Notary Public, Oakland County, Michigan  
My commission expires: \_\_\_\_\_

**BIRMINGHAM SHOPPING DISTRICT**

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

Chairman

Approvals:

\_\_\_\_\_  
Sean Kammer, BSD Executive Director  
(Approved as to substance)

\_\_\_\_\_  
Thomas M. Markus, City Manager  
(Approved as to substance)

\_\_\_\_\_  
Mark Gerber, Director of Finance  
(Approved as to financial obligation)

\_\_\_\_\_  
Mary M. Kucharek, City Attorney  
(Approved as to form)

## EXHIBIT B of Addendum to Attachment A

This Exhibit "B" replaces Exhibit "A" from the previous addendum

This Exhibit is operative for the term of the contract, expiring March 31, 2023

### Third Party Retail Consultant Compensation Schedule

Annual Base Compensation:	\$ 28,000
Incentive & Performance Bonus Pool Maximum	\$ 47,000
<b>Total Maximum Annual Compensation</b>	<b>\$ 75,000</b>

<b>New Tenant Recruitment Incentive Bonus Schedule</b>	<b>National Tenant</b>	<b>Regional Tenant</b>	<b>Local Tenant</b>
Tenant #1 Lease Signed	\$ 10,000	\$ 8,000	\$ 5,000
Tenant #2 Lease Signed	\$ 12,000	\$ 9,600	\$ 6,000
Tenant #3+ Lease Signed	\$ 15,000	\$ 12,000	\$ 7,500

### Performance Bonus

Available performance bonus pool equal to the total maximum annual compensation amount less base compensation and the total new tenant recruitment incentive and spot bonuses paid. BSD Business Development Committee to determine what percentage of the available bonus pool to award based on impact across the following 4 dimensions:

**Grow:** Recruit tenants that have a high likelihood of being financially viable in our community, complementary to the existing portfolio of businesses, and are perceived as high-quality retailers.

**Retain:** Actively contribute to lease renewals in cases where retention risk is high (e.g., competitive situations with Somerset, retailer location change, etc.)

**Maintain:** Sustain the health and quality of the recruitment pipeline and preserve integrity of reporting

**Create:** Collaborate on the updating of BSD marketing collateral and other tenant recruitment assets

<b>Illustrative Example:</b>	<b>Comp</b>
Annual Base Compensation:	\$ 28,000
Retention Spot Bonus	\$ 5,000
National Tenant Recruitment Incentive Bonus #1	\$ 10,000
National Tenant Recruitment Incentive Bonus #2	\$ 12,000
Local Tenant Recruitment Incentive Bonus #1	\$ 5,000
Available Annual Performance Bonus	\$ 15,000
<b>Total Potential Compensation</b>	<b>\$ 75,000</b>

**Note: All lease incentive payment requests require supporting documentation from the signed tenant's landlord verifying vital involvement and contributions to the recruitment process**

**ATTACHMENT A - AGREEMENT**  
**For Third Party Retail Recruiter**

---

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the BIRMINGHAM SHOPPING DISTRICT (hereinafter sometimes called "BSD"), having its principal municipal office at 151 Martin Street, Birmingham, MI, and CC Consulting, having its principal office at 7 West Square Lake Rd. (hereinafter called "Recruiter"), provides as follows: Bloomfield Hills, MI

**WITNESSETH:**

**WHEREAS**, the BSD has heretofore advertised for bids for the procurement and performance of services required for retail Recruiting to represent the BSD in recruiting national and regional retailers and work with them to locate and establish a retail operation within the commercial space in the downtown Birmingham Shopping District and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

**WHEREAS**, the Recruiter has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform retail Recruiting to represent the BSD in recruiting national and regional retailers and work with them to locate and establish a retail operation within the commercial space in the downtown Birmingham Shopping District.

**NOW, THEREFORE**, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform retail Recruiting to represent the BSD in recruiting national and regional retailers and work with them to locate and establish a retail operation within the commercial space in the downtown Birmingham Shopping District. The Recruiter's cost proposal dated 2/27/2019, 2019 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto.
2. The Recruiter's Proposal shall be incorporated herein by reference, shall become a part of this Agreement, and shall be binding on the parties hereto. In the event there is a conflict between the Proposal and this Agreement, this Agreement shall control.
3. This Agreement shall be for a one (1) year term commencing on the date the BSD executes this Agreement. The Agreement may be affirmatively renewed each year through BSD Board approval. If changes to the existing terms are sought, an amendment to the Agreement must be prepared and signed before any changes are effective.

4. Notwithstanding the foregoing term, either party may terminate this Agreement for any or no reason upon a thirty day (30) notice to the other party. If the BSD terminates the Agreement under this paragraph, Recruiter will be compensated for any work already performed up to the date of termination. However, Recruiter shall not perform any new work or incur new costs after the BSD's notice of termination unless specifically authorized by the BSD.
5. The BSD shall pay the Recruiter for the performance of this Agreement in an amount not to exceed \$25,000 + insurance, as set forth in the Recruiter's 2/22/2019 2019 cost proposal. This fee will be paid in the form of a monthly retainer and under specific circumstances a negotiated additional fee as set forth in Attachment D. Under the agreement, Recruiter may not collect a commission, bonus, fees or any other type of payment from other parties other than the BSD.
6. This Agreement shall commence upon execution by both parties, unless the BSD exercises its option to terminate the Agreement in accordance with the Request for Proposals.
7. The Recruiter shall employ personnel of good moral character and fitness in performing all services under this Agreement.
8. The Recruiter and the BSD agree that the Recruiter is acting as an independent Recruiter with respect to the Recruiter's role in providing services to the BSD pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Recruiter nor its employees shall be construed as employees of the City of Birmingham ("City") or BSD. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the BSD nor the Recruiter shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Recruiter shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City and BSD, or be deemed an employee of the City or BSD for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.
9. The Recruiter acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Recruiter recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the BSD. Therefore, the Recruiter agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Recruiter shall inform its employees of the confidential or proprietary nature of such information

and shall limit access thereto to employees rendering services pursuant to this Agreement. The Recruiter further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement. Some retailers may require the use of a Non-Disclosure Agreement (NDA). In the case of a NDA, Recruiter agrees to keep information pertaining to the retailer and transaction confidential as specified by the parameters of the NDA.

10. The Consultant agrees to abide by all Federal, State and local laws, including but not limited to the Birmingham Ethics Ordinance. Further the Consultant acknowledges that he/she has read the Birmingham Ethics ordinance prior entering into this contract.
11. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Recruiter agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.
12. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.
13. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Recruiter without the prior written consent of the BSD. Any attempt at assignment without prior written consent shall be void and of no effect.
14. The Recruiter agrees that neither it nor its sub-Recruiters will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Recruiter shall inform the BSD of all claims or suits asserted against it by the Recruiter's employees who work pursuant to this Agreement. The Recruiter shall provide the BSD with periodic status reports concerning all such claims or suits, at intervals established by the BSD.
15. The Recruiter shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the BSD.
16. The Recruiter shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:
  - A. Workers' Compensation Insurance: Recruiter shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

- B. Commercial General Liability Insurance: Recruiter shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Recruiters Coverage; (D) Broad Form General Liability Extensions or equivalent.
- C. Motor Vehicle Liability: Recruiter shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: Birmingham Shopping District, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Recruiter will provide service that are customarily subject to this type of coverage.
- F. Owners Recruiters Protective Liability: The Recruiter shall procure and maintain during the life of this contract, an Owners Recruiters Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The Birmingham Shopping District shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- G. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Birmingham Shopping District, 151 Martin Street, Birmingham, MI 48009.
- H. Proof of Insurance Coverage: Recruiter shall provide the BSD at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the BSD, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

- I. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Recruiter shall deliver renewal certificates and/or policies to the BSD at least (10) days prior to the expiration date.
  - J. Maintaining Insurance: Upon failure of the Recruiter to obtain or maintain such insurance coverage for the term of the Agreement, the BSD may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the BSD shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
13. To the fullest extent permitted by law, the Recruiter and any entity or person for whom the Recruiter is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the BSD, the BSD and City elected and appointed officials, employees and volunteers and others working on behalf of the BSD and City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the BSD, its elected and appointed officials, employees, volunteers or others working on behalf of the BSD, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the BSD.
14. If, after the effective date of this Agreement, any official of the BSD or City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Recruiter, the City shall have the right to terminate this Agreement without further liability to the Recruiter if the disqualification has not been removed within thirty (30) days after the City has given the Recruiter notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.



15. If Recruiter fails to perform its obligations hereunder, the BSD may take any and all remedial actions provided by the general specifications or otherwise permitted by law.
16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

Birmingham Shopping District  
Attn: Executive Director, Ingrid  
Tighe  
151 Martin Street  
Birmingham, MI 48009  
248-530-1200

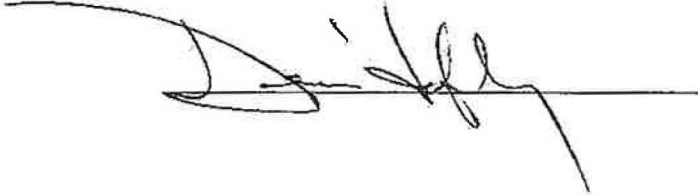
RECRUITER  
(Insert Recruiter Information)

CC Consulting  
7 West Square Lake Rd.  
Bloomfield Hills, MI 48302  
248-759-2358

17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.
18. FAIR PROCUREMENT OPPORTUNITY: Procurement for the BSD will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the BSD.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

WITNESS:



RECRUITER:

By: Bobby Pierce  
Title: principal

BIRMINGHAM SHOPPING DISTRICT

By: Geoffrey Hockman  
Title: BSD Chairman

Approved:

Ingrid Tighe  
Ingrid Tighe, BSD Executive Director  
(Approved as to substance)

Mark Gerber  
Mark Gerber, Director of Finance  
(Approved as to financial obligation)

Joseph A. Valentine  
Joseph A. Valentine, City Manager  
(Approved as to substance)

Timothy J. Currier  
Timothy J. Currier, City Attorney  
(Approved as to form)

**ATTACHMENT B - BIDDER'S AGREEMENT**  
**For Third Party Retail Recruiter**

---

In submitting this proposal, as herein described, the Recruiter agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

Cindy Ciura 2/27/19  
PREPARED BY DATE  
(Print Name)

principal  
TITLE

Cindy Ciura cindy.c.cof@detroit.com  
AUTHORIZED SIGNATURE E-MAIL ADDRESS

CC Consulting  
COMPANY

7 West Square Lake Rd. Bloomfield Hills, MI 48302  
ADDRESS PHONE

same 248-758-2358  
NAME OF PARENT COMPANY PHONE

\_\_\_\_\_  
ADDRESS

**ATTACHMENT C - COST PROPOSAL**  
**For Third Party Retail Recruiter**

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

*Attach technical specifications for all proposed materials as outlined in the Recruiter's Responsibilities section of the RFP (p. 6)*

COST PROPOSAL	
ITEM	BID AMOUNT
Materials & Equipment	\$
Labor	\$25,000. <sup>00</sup> (2,083. <sup>33</sup> /month)
Miscellaneous (Attach Detailed Description)	\$ agreed upon insurance coverage
<b>TOTAL BID AMOUNT</b>	\$
ADDITIONAL BID ITEMS	
	\$
	\$
<b>GRAND TOTAL AMOUNT</b>	\$ 25,000 + insurance

UNIT COST BID ITEMS	
	\$ per

Firm Name CC Consulting

Authorized signature  Date 2/27/19

## ATTACHMENT D – INCENTIVE COMPENSATION CHART

### For Third Party Retail Recruiter

---

Incentive compensation chart	Calculated Premium	Category
\$15,000	150%	Signed lease with specific retailer identified on target retailer list
\$10,000	100%	Signed lease with specific type of retailer identified on target market segment list
\$7,500	75%	Signed lease with retailer not on target list or on target market segment list

### Fiscal Year Incentive Compensation Chart

Annual budget: \$25,000 = Input Cell

Base Incentive \$8,000

Signed Lease	Schedule	Retailer on Target Retailer List	Retailer on Target Segment List	Retailer Not on Either Target List
		150%	100%	75%
Tenant #1	75%	\$9,000	\$6,000	\$4,500
Tenant #2	100%	\$12,000	\$8,000	\$6,000
Tenant #3	125%	\$15,000	\$10,000	\$7,500

To understand incentive chart above, take for example that Recruiter successfully recruits two new businesses in a given fiscal year. Using the base incentive of \$8,000 as indicated by chart above, the payout for deal #1 is set at 75% the payout of deal #2. Deal #2 would be 100% of base incentive, and deal #3+ would be set at 125% of deal #2.

\* Incentive compensation for all successful leases shall not exceed total of \$25,000 in one fiscal year.

**ATTACHMENT E - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM**  
**For Third Party Retail Recruiter**

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the BSD accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the BSD.

Cindy Ciura 2/27/19  
PREPARED BY DATE  
(Print Name)

principal  
TITLE

[Signature] cindy @ cc of detroit . com  
AUTHORIZED SIGNATURE E-MAIL ADDRESS

CC Consulting  
COMPANY

7 West Square Lake Rd Bloomfield Hills, MI 48302  
ADDRESS PHONE

same 248-758-2358  
NAME OF PARENT COMPANY PHONE

ADDRESS

33-1124503  
TAXPAYER I.D.#



Birmingham Shopping District  
Meeting Date: 04/07/2022  
151 Martin Street  
Birmingham, MI 48009  
248-530-1200  
ALLINBirmingham.com

## MEMORANDUM

**DATE:** March 30, 2022  
**TO:** Birmingham Shopping District  
**FROM:** Sean Kammer, Executive Director, Birmingham Shopping District  
**SUBJECT:** Wayfinding and Gateway Signage Report

---

The BSD established an ad hoc wayfinding and gateway signage committee to explore the development and placement of gateway signage at the area of South Old Woodward and Woodward Avenue because it is a major gateway into the downtown and because of its high visibility. At the recommendation of the City Manager, the BSD decided to expand the scope of this committee noting that a wayfinding study had previously been conducted by the city in 2004, but never implemented. The committee also addressed city branding and its logo, using work that had been performed in 2017 but never implemented.

The committee authored a report with policy recommendations for design and placement of wayfinding infrastructure, public art and monuments, and proposed branding and a new city logo, presented in a city style guide. This report is expected to be presented to the City Commission on April 25, where the commission will be asked to make a resolution to support and implement the recommendations.

This report comes before the BSD board with a request for a resolution of support for the recommendations. Several of these recommendations pertain to the BSD specifically, such as the recommendation to adopt the new city brand and logo, transform the ad hoc committee into a standing committee, add a member of the BSD marketing committee to the standing committee. Should the board agree with these recommendations, a resolution has been prepared for its consideration.



Birmingham Shopping District  
Meeting Date: 04/07/2022  
151 Martin Street  
Birmingham, MI 48009  
248-530-1200  
ALLINBirmingham.com

**Suggested action:**

**Be it resolved**, the board supports the recommendations of the Ad Hoc Wayfinding and Gateway Signage Committee contained in the attached report to the City Commission. Further, the board agrees to adopt the branding and logo, or some variation thereof, consistent with the recommendations of the report.

Respectfully submitted,

Sean Kammer  
Executive Director  
Birmingham Shopping District



# **DRAFT Ad Hoc Wayfinding Committee Report**

## **Introduction:**

In August 2021, with the prospect of the streetscape reconstruction project on South Old Woodward scheduled for the summer of 2022, the Birmingham Shopping District ("BSD") recognized an opportunity to improve the public space at the intersection of South Old Woodward and Woodward Avenue. The BSD sought to establish an ad hoc committee to explore the development and placement of gateway features, landscaping elements, or other enhancements in this area as it is a major gateway into the downtown with high visibility on Woodward Avenue.

## **Background:**

At the recommendation of the City Manager, the BSD expanded the scope of the committee noting that a wayfinding study had previously been conducted by the city in 2004. The Ad Hoc Wayfinding and Gateway Signage Committee ("AHWGSC") was thus created and charged with reviewing the wayfinding plan and all related efforts, and bringing together the principles of landscape design, public art, place-making, community branding, marketing, and wayfinding at the southern gateway to Downtown Birmingham

The BSD recognized how important it was that the AHWGSC be composed of relevant community stakeholders, such as those who have an interest in public art, urban design and place-making, as well as members of the business community. The final composition of the newly formed AHWGSC included a member of the Public Arts Board ("PAB"), a BSD board member, a downtown business owner, individuals with specialized knowledge, and members of City staff from the City Manager's Office and the Planning Department.

As noted above, the original intent of the ad hoc committee was to explore the development and placement of gateway features, landscaping elements, or other enhancements in the area at the south end of downtown where Old Woodward splits off from Woodward Avenue to enter the walkable, downtown area. At the first meeting of the committee, members discussed the placement of a wayfinding structure in the open grass triangular area south of Haynes Street. Committee members expressed interest in wayfinding signage, public art pieces, fountains, landscaping or other decorative features to enhance the entry to downtown in a high visibility area on Woodward Avenue. It quickly became evident that there were numerous issues and overlapping projects ongoing within the City already that may impact future recommendations for the southern gateway to downtown, including, but not limited to the following:

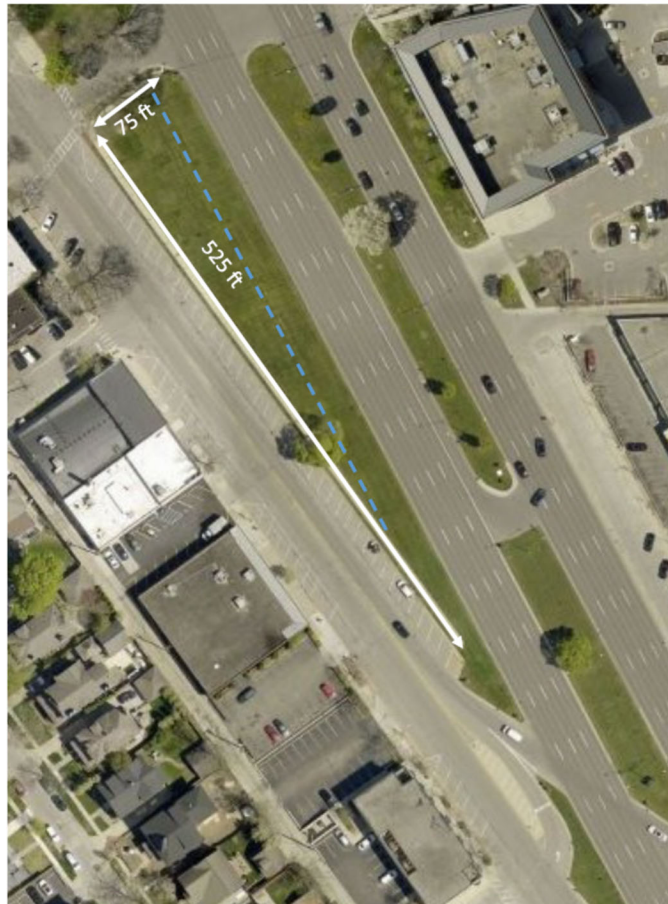
- Right-of-way and property boundary issues;
- Citywide Wayfinding Plan (2004);
- Stalled City Logo Update (2017);
- Public Arts Board Prioritized Site Locations (2017);
- Terminating Vista Plan (2020);
- Draft 2040 Plan recommendations for Haynes Square (2021);
- Parking Structure Signage Upgrade (2021);
- Comprehensive Style Guide (In Progress); and
- Design Plans for S. Old Woodward Improvements – Phase 3 (2022).

Accordingly, the committee commenced a review of each of the overlapping plans and projects to bring all existing ideas together, study options and prepare a comprehensive report with

recommendations for the future.

### **Right-of-way and Property Boundary Issues**

The AHWGSC was created to study the area at the south end of downtown where Old Woodward splits off from Woodward Avenue and the open space located within the triangle of space between the two roadways, and to explore the development and placement of gateway features, landscaping elements, or other enhancements in the area. Initial concepts introduced by committee members assumed that the City owned the entire triangle of green space south of Haynes Street and the 555 Building. However, a review of plat maps and property boundaries demonstrated that while the City does own the property located on approximately the western two-thirds of the triangular green space, the Michigan Department of Transportation owns the eastern third, which is part of the right-of-way for Woodward Avenue. The map below illustrates the area available for use by the City for the placement of wayfinding signage, public art, landscaping or other decorative features.



### **Citywide Wayfinding Plan (2004)**

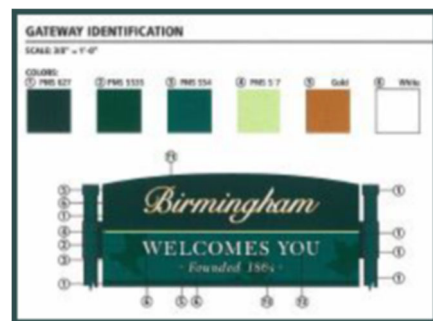
In 1996, the City of Birmingham completed a master plan for downtown to cover the next 20

years, known as the 2016 Plan. An analysis of the streetscape conducted during the master planning process determined that the public signage system was based on the Michigan Manual for Uniform Traffic Control sign standards, as well as ad hoc, internally lit signs. The 2016 Plan recommended that the City reduce sign clutter within the community, and develop a wayfinding system which directs people and symbolizes the historical and cultural character of Birmingham.

In 2002, the City issued a request for proposals for preparation of a wayfinding plan to create a coordinated system of words and graphics to create a brand for the City and to develop a Citywide wayfinding system to inform and direct people, not only downtown, but throughout the entire community, and to develop one seamless and cohesive signage system.

In 2004, the City adopted a Citywide Wayfinding and Signage Design Program ("Wayfinding Plan") that established a unified and consistent approach to branding, design and signage for the City. The Wayfinding Plan established an overall brand or image for the City with consistent nomenclature, color usage and typography for City signage. In addition, the Wayfinding Plan made recommendations for signage placement to welcome people entering the City at primary and secondary entrances to Birmingham, to direct drivers and pedestrians to key destinations within the City, and to create visual interest at certain locations to draw attention to the City and create a sense of place and community identity.

Both primary and secondary City gateway locations were identified in the Wayfinding Plan, which included the major points of origin for vehicular traffic coming into the City. Sign structures and designs were recommended for installation at each of these gateways, four of which have been installed, two on Woodward, and two on Maple Road at all primary gateways.



While the public space between S. Old Woodward and Woodward south of Haynes Street was not deemed a primary gateway to the City as a whole, it was identified as a "Primary Vehicular Decision Point", as the main entrance to Downtown Birmingham from the south. This designation supports the improvement of this area to draw attention to the entrance to Downtown Birmingham, to direct drivers and pedestrians to key destinations in the downtown, and to contribute to a sense of place.

The AHWGSC reviewed and discussed the Wayfinding Plan adopted in 2004. The AHWGSC supports the existing Wayfinding Plan in concept, but recommends a modern "refresh" of the branding and signage designs contained within the plan to provide an updated and consistent brand and image for the City.

The Ad Hoc Birmingham Brand Development Committee (“BBDC”) was created July 22, 2016, to select and work with a design firm to assist in the process of filtering ideas for and recommending a new city logo. The BBDC was comprised of one member from the Parks and Recreation Board, one member from the Birmingham Shopping District (BSD), one member from the Planning Board, two City Commissioners, and two at-large members drawn from different neighborhoods. The goal of the rebranding initiative was to establish a new brand (logo) that communicates Birmingham’s image in a positive, evolving and refreshing way.

## BIRMINGHAM MEANS DIFFERENT THINGS TO DIFFERENT PEOPLE



- Timeless/Classic,
- Distinctive/Unique,
- Fresh,
- Clean,
- Sophisticated/Refined.

The Committee asked McCann to focus on the iconic historic side of Birmingham for inspiration,

and eventually narrowed their logo selection down to three.

On June 22, 2017, the BBDC voted on which design would be the preferred design to recommend to the City Commission, with a second and third alternate. The final vote and recommendation for the Commission was for Logo #1, as shown below. The logo selected used an icon modelled after the Marshall Frederick's sculpture in Shain Park, along with the words "Birmingham" and "A Walkable City" tagline beneath the icon.



McCann Detroit ultimately recommended this logo which was inspired by late Birmingham resident Marshall Frederick's "Freedom of the Human Spirit" sculpture. The committee agreed with McCann Detroit's reasoning that the distinctive icon captures the essence and energy of a focal point in Shain Park, and when combined with a classic font for the city name, and balanced with the simple tagline, embodies the modern yet timeless nature of Birmingham. The recommendation was presented to the City Commission in 2017, but no action was taken to adopt a new City logo at that time.

The AHWGSC reviewed and discussed each of the top logo selections recommended by the BBDC in 2017, and determined that a comprehensive report to bring together the principles of landscape design, public art, place-making, community branding, marketing, and wayfinding must start with recommendations for an updated and consistent brand and image for the City, starting with a refreshed City logo. The AHWGSC supports the recommendations of the BBDC in 2017 to move forward with an updated logo for the City of Birmingham, using the option identified as Logo #1. Upon approval of an updated logo for the City, the AHWGSC can then begin pulling together a comprehensive report with future recommendations for the southern gateway and City-wide wayfinding infrastructure utilizing a consistent brand and identity for both the City and the BSD.

### **Public Arts Board Prioritized Site Locations (2017)**

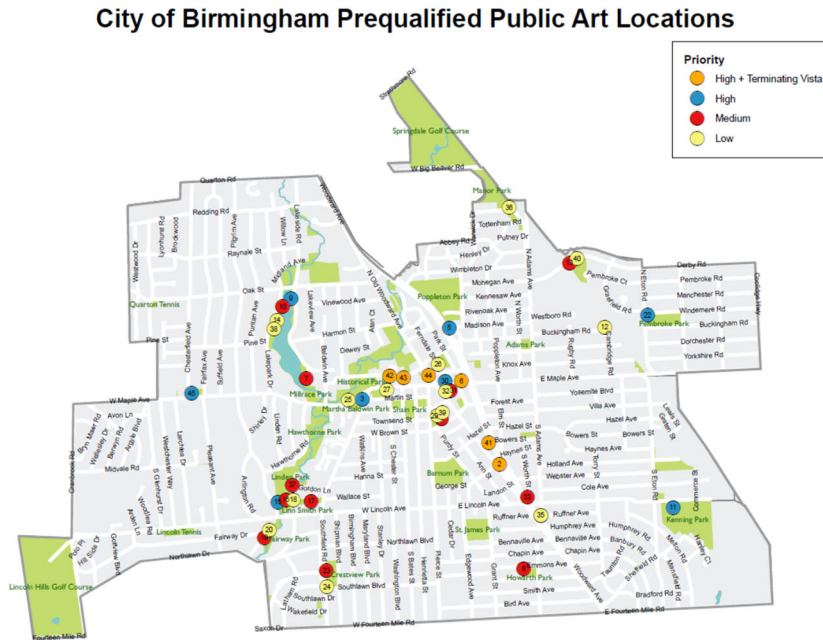
Public art adds value to the cultural, aesthetic and economic vitality of Birmingham. It also fosters community pride, as do appealing storefronts, attractive streetscapes and public trees and landscaping. Public art also provides an opportunity for everyone to engage in and feel part of the local culture. Specifically, a publication of Americans for the Arts states:

Public art can be an essential element when a municipality wishes to progress economically and to be viable to its current and prospective citizens....Cities with an active and dynamic cultural scene are more attractive to individuals and business. Public art can be a key factor in establishing a unique and culturally



active place.

Accordingly, in 2017, the Public Arts Board (PAB) established a master list of prioritized site locations for the placement of public art throughout the City.



One of the prioritized locations identified included the public open space between S. Old Woodward and Woodward Avenue just south of the 555 Building and Haynes Street.

In discussing applications for the above site at S. Old Woodward and Woodward, the Public Arts Board determined that this is an important location for public art as it is a gateway to the City, and recommended that special consideration and funding be allocated for this location to attract the loan or donation of a large sculpture appropriate for this space.

The AHWGSC supports the recommendations of the PAB to prioritize placement of a large art piece in the southern gateway area south of the 555 Building and Haynes Street.

### **Terminating Vista Plan (2020)**

In 2020, the Public Arts Board was directed to create a report on ways in which public art can be used to enhance public spaces at terminating vistas. Terminated Vistas are defined in the Zoning Ordinance as "a building or structure, or a portion thereof, as designated on the Regulating Plan, that terminates a view with architectural features of enhanced character and visibility". Birmingham's Downtown Overlay Standards state that "any building that terminates a view, as designated on the Regulating Plan, shall provide distinct and prominent architectural features of enhanced character and visibility, which reflect the importance of the building's location and create a positive visual landmark."

The report created by the PAB and adopted by the City Commission includes a section titled "Best

Practices in Public Art for Terminating Vistas” where sculptures, furniture, utilities, wall art, and landscaping are all recommended to enhance public spaces. The report also includes photos of all locations deemed as “terminating vistas” in the Zoning Ordinance, as well as locations for additional consideration. A number of such locations are considered gateways to downtown Birmingham, including location 20 below, which includes the public open space immediately south of the 555 Building and Haynes Street that the AHWGSC was directed to study.



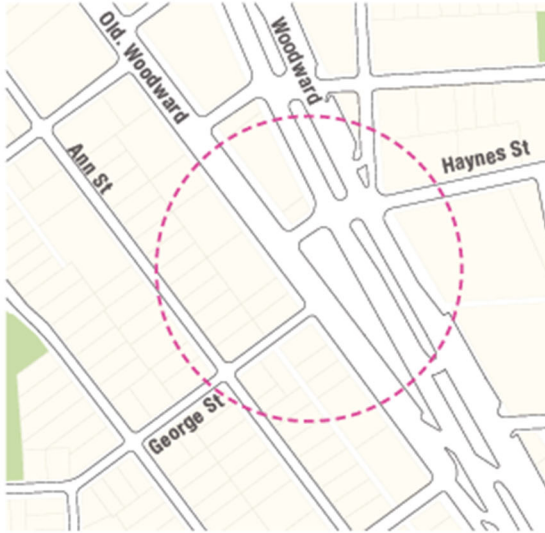
The AHWGSC supports the recommendations contained in the Terminating Vista Plan adopted by the City Commission in 2020 to include the southern gateway area south of the 555 Building as an important and prominent vista upon entry to downtown from the south.

### **Draft 2040 Plan recommendations for Haynes Square (2021)**

The current draft of the Birmingham Plan 2040 suggests creating a new public space to be named Haynes Square at the intersection of Woodward, Old Woodward and Haynes Street in order to create a more prominent entrance to downtown Birmingham. The existing space at this intersection consists of a mostly unused triangular greenspace and a complicated and dangerous intersection of Old Woodward and Woodward Ave. The creation of a Haynes Square district is meant to enliven S. Old Woodward and create greater continuity with the Triangle District across Woodward Avenue.

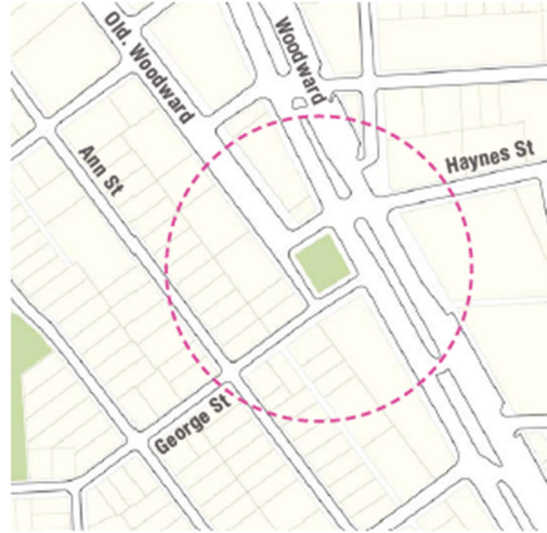
The draft master plan recommends narrowing S. Old Woodward at Haynes Street to accommodate green space and parking, and then closing off S. Old Woodward entirely after George Street. The intent is to provide a greater sense of place in the S. Old Woodward corridor with public open space and additional commercial space, and to eliminate the dangerous merging at the current intersection of Woodward and S. Old Woodward.

The Draft 2040 Plan recommends that Haynes Square be similar in design and landscaping to Shain Park and include a cafe, outdoor seating, and restrooms. The Draft 2040 Plan also recommends that the streets surrounding Haynes Square be lined with trees to provide an attractive entrance to Downtown Birmingham.



EXISTING

Figure 19. Haynes Square reconfiguration.



PROPOSED

## Ch 1. Connect the City

### Implement Haynes Square



Figure 20. Redevelopment of Haynes Square.

### Parking Structure Signage Upgrade (2021)

Parking facilities are often designed to blend into the cityscape, and thus can be difficult to locate



and identify. Unique exterior identifiers such as murals, signage or other artistic applications can make each structure easily identifiable. Parking structures were identified in the Wayfinding Plan as key destinations, and thus signage designs were included in the plan, as well as directional signage to direct drivers and pedestrians to the public parking structures and lots within the City.



However, as the Wayfinding Plan was prepared almost 20 years ago, there was little use of technology incorporated into the signage proposals for the inside or outside of public parking facilities.

Over the past several months, the Advisory Parking Committee ("APC") has been discussing creating identities for each public parking facility, and color coding each level of the structures to assist with vehicle retrieval (see illustration below). The APC has also been looking to increase the use of digital signage within the structures to direct people to the areas with available parking.

Level Identification 1 & 2



Interactive digital signage in the stairwell lobbies and on the exterior of public parking structures has also been discussed to direct pedestrians to key destinations. The purpose of the signage study by the APC has been to create a recognizable identification system for public parking facilities that can communicate critical parking information, increase visibility of public parking facilities and reduce confusion for parkers.

The AHWGSC agrees that a recognizable identification system for public parking facilities is needed, and should incorporate new technology wherever possible to enhance the user experience. The AHWGSC also believes that a consistent brand and identify for the City should be created, and any parking signage should be consistent with this brand.

## Comprehensive Style Guide (In Progress)

Presently, the BSD utilizes two, sometimes three, official branding designs, which is entirely separate from the designs used on social media and promotional materials used by the city. This can generate confusion as far as advertising designs, marketing materials, and our collective sense of identity. As a result, the Communications Department began work on a comprehensive style guide that will help establish a cohesive look through all City branding and design elements. While still in progress, the style guide began with a selection of primary and secondary color palettes and typography styles for use in all City applications.



The style guide is intended to govern the general look-and-feel of the City's overall branding, with standards for logo usage, writing, design, formatting, typography, and graphics for use on everything from stationary and publications to vehicle, park, parking and wayfinding signage.

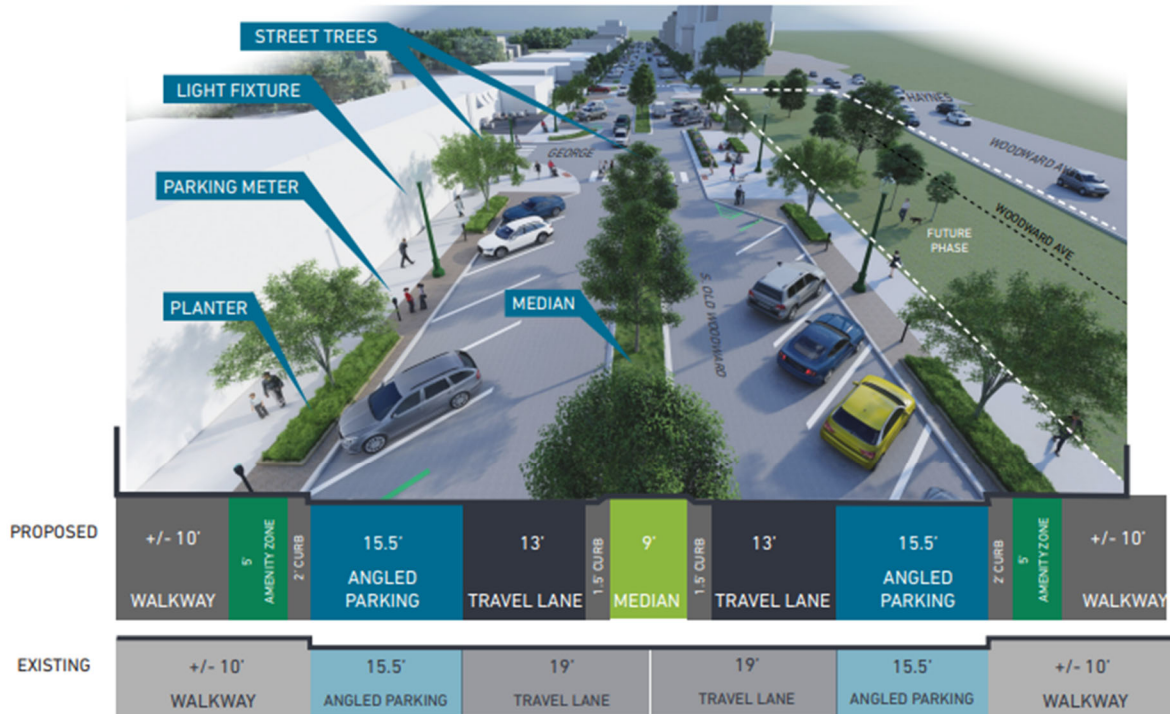
The AHWGSC agreed that a comprehensive style guide was important to create a consistent brand and identity for the City. The AHWGSC recommends completing a style guide before moving forward with any recommendations for wayfinding or gateway elements.

## Design Plans for S. Old Woodward Improvements – Phase 3 (2022)

The City of Birmingham has approved new design plans for S. Old Woodward Phase 3 reconstruction from Brown Street to Landon. Similar to Phases 1 and 2, the City will be updating the underground sewers and utilities while installing new streetscape amenities to enhance the safety and aesthetics of the area.

The sidewalks are proposed to be widened to provide more pedestrian space and numerous benches will be added to provide places for rest and relaxation. A tree lined median is proposed along with multiple planters with additional greenery along the sidewalk. Sidewalk bumpouts will also be included at each intersection to reduce the road crossing distance and enhance pedestrian safety. The vehicular travel lanes will also be narrowed to encourage slower speeds through downtown.

## TYPICAL STREET SECTION - SOUTH OF HAYNES



### Summary:

While the original intent of the AHWGSC was to explore the development and placement of gateway features, landscaping elements, or other enhancements in the area at the south end of downtown, the committee determined that a review of all overlapping plans and projects was required first. Accordingly, the AHWGSC reviewed each of the plans outlined above to determine if any previous recommendations were applicable to the southern gateway area, and studied numerous options as to how to proceed. The AHWGSC quickly determined that a comprehensive approach was needed to create a cohesive brand, image and wayfinding system for the entire City prior to developing concept plans at specific locations such as the southern gateway to downtown. Thus, the AHWGSC's first recommendation is to have the City Commission approve an updated logo for the City of Birmingham, using the option identified as Logo #1 and recommended by McCann Detroit in 2017. Once this logo has been approved, the AHWGSC's second recommendation is to have the City Commission issue an RFP to update the 2004 Wayfinding Plan to include the use of new technology and the updated brand and image reflected in the new City logo. The AHWGSC also recommends the City Commission convert the AHWGSC into a standing committee to prepare a comprehensive plan for implementation of the City's new logo, and to act as a clearinghouse to review and coordinate all branding and image decisions. Such decisions could include the design application of the logo on stationary, department level projects such as parks or parking facility signage, City vehicle signage, wayfinding and other related applications to ensure consistency throughout the BSD and across the City. Further, the AHWGSC recommends that the City Commission add a representative from each of the following groups to the standing committee:

- BSD Marketing Committee member;
- Representative from the Department of Public Services; and
- Representative from the Parking Department or Advisory Parking Committee.

Long term recommendations of the AHWGSC also include directing a new standing committee to work on concept plans for the northern and southern gateways to downtown to create consistent entry designs after the City logo and Wayfinding Plan have been updated and approved, and implementing the Haynes Square concept should the Draft 2040 Plan be approved.

### **Attachments:**

Please find attached excerpts from the following:

- 2004 Wayfinding Plan
- 2017 Logo Report
- Public Art Priority Placements
- Terminating Vista Plan
- Draft 2040 Plan excerpts
- 2021 Birmingham Style Guide
- S. Old Woodward plans

### **Recommendations:**

1. Recommend that the City Commission approve the City logo as recommended by McCann Detroit and the BBDC in 2017.
2. Recommend that the City Commission issue an RFP for an update of the 2004 Wayfinding Plan.
3. Recommend that the City Commission establish the Ad Hoc Wayfinding and Gateway Signage Committee as a standing committee to act as a clearinghouse to review and approve all branding and logo applications to ensure consistency across the City and BSD, and add a representative from each of the following groups to the standing committee:
  - BSD Marketing Committee member
  - Representative from the Department of Public Services
  - Representative from the Parking Department or Advisory Parking Committee.
4. Recommend that the City Commission direct the standing committee to work on concept plans for the northern and southern gateways to downtown to create consistent entry designs.
5. Recommend that the City Commission implement the Haynes Square concept if approved as part of the final 2040 Plan.



Birmingham Shopping District  
Meeting Date: 04/07/2022  
151 Martin Street  
Birmingham, MI 48009  
248-530-1200  
ALLINBirmingham.com

## MEMORANDUM

**DATE:** March 29, 2022  
**TO:** Birmingham Shopping District Board  
**FROM:** Sean Kammer, Executive Director  
**SUBJECT:** Shopping Center Business Advertising

---

The Business Development Committee recommends that the BSD purchase an additional ad in Shopping Center Business, a national magazine. Typically, the BSD advertises in Shopping Center Business three times every year. However the BSD's retail recruiter is requesting that the BSD advertise in the May issue, which it does not typically do.

The price of the one-time advertisement is \$3,995, a temporarily reduced rate. This exceeds the executive director's discretionary purchasing threshold of \$2,500. The Tenant Recruitment budget is also almost over budget, so staff is more comfortable with a board resolution in order to proceed.

Should the board support the purchase of this ad, a resolution has been prepared for its consideration.

**Suggested Action:**

**Be it resolved,** the board approves ad for the May issue of Shopping Center Business.

Respectfully submitted,

Sean Kammer  
Executive Director





Birmingham Michigan's lively, pedestrian-friendly downtown offers one of the Midwest's premiere shopping districts with a diverse assortment of national and locally owned retailers, restaurants, boutiques, galleries and more. Located along Woodward Avenue, Michigan's Main Street, Birmingham is centrally located within Oakland County and Metro Detroit.

 BIRMINGHAM SHOPPING DISTRICT

  @BHAMSHOPPING

[WWW.ALLINBIRMINGHAM.COM](http://WWW.ALLINBIRMINGHAM.COM)

It's All  
**BIRMINGHAM**  
*The Shopping District*



Sean Kammer <kammersk@bhamgov.org>

---

## Shopping Center Business - May Issue

---

**Erika Bassett** <ebassett@bhamgov.org>  
To: Sean Kammer <kammersk@bhamgov.org>

Mon, Mar 28, 2022 at 12:18 PM

Hi Sean,

The ad price for the SCB May Recon issue full page ad is \$3,995. They will honor our 2021 rate. Please let me know if this is approved and if the business development committee has ideas for messaging.

Erika  
[Quoted text hidden]



Birmingham Shopping District  
Meeting Date: 04/07/2022  
151 Martin Street  
Birmingham, MI 48009  
248-530-1200  
ALLINBirmingham.com

## MEMORANDUM

**DATE:** March 29, 2022  
**TO:** Birmingham Shopping District Board  
**FROM:** Sean Kammer, Executive Director  
**SUBJECT:** 2022-2023 Budget

---

The draft BSD budget for 2022-2023 is attached for BSD Board review and approval. The board will note that operational expenses in Marketing, Maintenance/Capital Improvements, and Parking Valet Services increase to support businesses during the planned South Old Woodward road construction.

Once the budget is approved by the BSD Board, the BSD staff will submit this to the City for review by the Finance Director, City Manager, and City Commission.

### **Suggested Action:**

**Be it resolved,** the board approves the 2022-2023 budget for the Birmingham Shopping District.

Respectfully submitted,

Sean Kammer  
Executive Director



## **FUND SUMMARY**

### **Birmingham Shopping District Fund**

The Birmingham Shopping District (BSD) was established in September of 1992, functioning under a twelve-member board, which first met in January 1993. The Board appoints an executive director who is responsible for the day-to-day operation of the BSD office. The appointed director takes his/her daily directives from the City Manager. The goals of the BSD Board are to:

- promote and market downtown Birmingham and the two special-assessment districts;
- increase consumer awareness of Birmingham's shopping, dining and entertainment venues and service-related businesses;
- facilitate business development and create a partnership among the BSD, property owners, commercial real estate brokers and management companies;
- support the City's efforts to maintain a clean, attractive working and living environment;
- act as a liaison between the City and new businesses;
- establish open lines of communication between businesses and the BSD Board for the development of beneficial programs and services.

The Birmingham Shopping District has four major focus areas consisting of business development, events, marketing the BSD and its activities, and maintenance/capital improvements.

#### **Business Development:**

In 2009, the BSD implemented an initiative to retain a retail leasing consultant to assist with bringing key retailers to the downtown. This service assists commercial property owners and gives Birmingham a competitive recruitment advantage over other downtown districts. The BSD Business Development Committee is using the following strategy:

- Support and retain existing businesses by connecting current merchants, restaurants, and businesses to business resources, as needed.
- Attract new retailers using a three - prong approach: 1) local, Michigan-based stores 2) regional retailers and 3) national retailers.
- Implement a City, Property Owner, and Broker program to connect brokers representing specific properties to potential businesses interested in locating to Birmingham.
- Conduct a tenant mix analysis in order to address market saturation of specific economic sectors and identify opportunities to improve the diversity of the business mix. This will provide direction to the third party retail recruiter employed by the BSD.
- Establish a conceptual geography for convenience and destination trade areas for the Shopping District. This will provide insights about how far of a 'pull' that businesses in the district have on customers in the region.

## **Events:**

The BSD plans, organizes and directs events in the downtown district. In 2021 the BSD hosted:

### **Restaurant Week:**

This past year, the pressures of the pandemic changed the format of the annual Restaurant Week. Customers were encouraged to still engage with their favorite dining spots in Birmingham by placing orders for carry out and curbside delivery. The BSD also gave out more than \$40,000 in Birmingham Bucks to encourage consumer spending at local restaurants. This provided a much-needed lifeline to small businesses during a very challenging time.

### **Movie Nights:**

The BSD successfully held three outdoor movie nights last year. With covid, staff successfully adapted the outdoor movie nights to a drive-in model to ensure social distancing. The events brought many families to enjoy outdoor films such as The Little Mermaid at the drive-in held at Seaholm High School; Elf, and Cars in Booth Park.

### **Day on the Town:**

Day on the Town is the largest outdoor retail event of the year. 2021 set a record of more than 80 stores participating in the event. The event was well-attended by the public and stands out as the most popular foot traffic day of the year, second only to the Birmingham Cruise event.

### **Birmingham Cruise:**

The Birmingham Cruise event brought a significant number of visitors to downtown Birmingham to experience the GM sponsored display area and a car show which featured more than 65 classic cars. Due to concerns to protect the public health, the city and the BSD worked together to reduce the size of the event footprint, encourage social distancing, and mask wearing. The BSD created Birmingham Cruise-themed masks to encourage use.

### **Farmers Market:**

The Farmers Market celebrated another successful year of showcasing local produce vendors and unique craft vendors. The pandemic resulted in the season starting out with restrictions to protect the public health, but the lifting of those restrictions by the state in mid-June permitted the return to a walkable market.

### **Small Business Saturday and Santa Walk:**

Small Business Saturday is one of the most important holidays in any downtown! This event is focused on promoting shopping at small businesses in downtown Birmingham to residents and families. There were free activities all day long, including the Santa Walk, visits with Santa, carriage rides, hot chocolate, a scavenger hunt and more. Parking was free in structures all day.

### **Winter Markt and Holiday Tree Lighting:**

The Birmingham Winter Markt event featured displays from local artists, European cuisine, tree lighting, ice sculptures, entertainment, and visits with Santa, carriage rides, and children's activities.

## **Marketing:**

One of the primary functions of the Birmingham Shopping District is to promote the goods, services, and places in downtown. The Birmingham Shopping District also promotes events in the form of paid media advertisements and press coverage. This year has brought many opportunities to promote Birmingham to new audiences and reinforce the downtown's sterling reputation as a destination for shopping, dining, and entertainment to the surrounding neighborhoods.

Additionally, the BSD successfully completed the RFP process to select Seen Media to produce a series of promotional videos. The BSD promoted Spring and Fall Fashion videos, a Birmingham Holiday Shopping video, and a video promoting Restaurant Week. These were promoted on television as well as 'boosted' online through social media platforms. This activity has replaced the magazine that the BSD used to publish every year.

Recently the BSD has been promoted on WXYZ for Small Business Saturday, on Live in the D on WDIV to promote holiday shopping.

The goals of the BSD are to develop a unified brand for downtown and develop a general downtown advertising campaign that can be promoted to new markets in the region, thereby stimulating demand for the goods, services, and experiences that Birmingham businesses have to offer. Increases in the budget are intended to bolster marketing efforts of the downtown during the South Old Woodward construction.

## **Maintenance and Capital Improvements:**

The BSD continues to oversee the maintenance of hanging baskets and flower planters throughout the City. Additionally, the BSD provides snow removal for ten (10) miles of sidewalks downtown. The BSD also partners with the Department of Public Services to decorate the city and Shain Park with holiday lighting. Lastly, the BSD works with DPS to power wash city sidewalks several times throughout the year.

## **Upcoming Fiscal Year:**

The BSD will continue to improve and expand existing programs and services in the upcoming fiscal year:

## **Marketing and Advertising:**

- Shift the advertising emphasis from an events focused strategy, to a strategy that promotes downtown Birmingham generally; including shopping, dining, entertainment, and vibrant public spaces.
- Continue to align the branding and marketing materials of the BSD into a coherent message.
- Increase marketing efforts to promote the downtown, when construction is expected to affect foot traffic and sales.

## **Special Events:**

- Recruit a dedicated manager for the Farmers Market
- Continue to pursue sponsorships that can help support event expenses.
- Continue to expand Winter Markt in terms of vendor recruitment and available sponsorships.
- Expand the Movie Night series to four evenings in the summer.
- Work with the City to coordinate a new location for the Birmingham Cruise Event as part of the Woodward Dream Cruise, during the construction project on South Old Woodward.
- Work with downtown stakeholders to design new events that leverage the strengths of downtown in order to benefit businesses such as Restaurant Week, Day on the Town, and Small Business Saturday.
- Continue to leverage events as a means to form strong relationships with nearby neighborhoods and regional audiences.

### **Business Development:**

- Conduct a tenant mix analysis in order to identify opportunities to diversify the downtown economy.
- Work with retail leasing consultant to continue to recruit boutique-sized national retailers to serve as anchors to the other downtown businesses.
- Develop a robust business retention program.
- Continue to update recruitment marketing materials, and enhance online presence.
- Inform, welcome and meet with prospective new businesses seeking to open in the Birmingham Shopping District.
- Continue open dialogue with commercial real estate brokers and property owners through roundtable meetings and other interactive forums.
- Work closely with organizations such as the International Council of Shopping Centers at the local and national level.
- Continue to update office and retail space-availability listings on-line and in print.
- Update and reprint tenant-recruitment packages and new-business packages.

### **Maintenance and Improvements:**

- Enhance the floral program and hanging baskets downtown.
- Work with the City of Birmingham DPS to maintain clean sidewalks, to water flowers throughout the summer, and to install downtown holiday lighting.
- Continue high standards of holiday lighting in the downtown and anticipate rising costs of materials and labor.
- Continue to educate businesses about the sidewalk-snow-removal ordinance.
- Continue to support downtown cleaning and maintenance services.
- Provide additional maintenance-related activities during the reconstruction of South Old Woodward.

### **Other Initiatives:**

- Enhance partnership with agencies and organizations, such as the Michigan Downtown Association and Michigan Municipal League.
- Explore regional tourism and marketing efforts with organizations such as Pure Michigan, the Detroit Metro Convention and Visitors Bureau.

- Continue to support and collaborate with community organizations, such as the Birmingham Bloomfield Chamber of Commerce, Birmingham Community Coalition, Birmingham Bloomfield Art Center, Birmingham Bloomfield Cultural Council, the Baldwin Library, the Community House, schools, and organizations within Birmingham, especially in the downtown area.

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DB: Birmingham

## BUDGET REPORT

Calculations as of 06/30/2022

BUDGET CLASSIFICATION AND GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	2021-22 ACTIVITY THRU 06/30/22	2021-22 PROJECTED ACTIVITY	2022-23 REQUESTED BUDGET
Dept 000.000							
400	USE OF FUND BALANCE		74,560	74,560			
501	FEDERAL GRANTS	58,780					
600	CHARGES FOR SERVICES	25,000	25,000	25,000		25,000	25,000
664	INTEREST AND RENT	360	13,700	13,700	3,150	160	5,310
450	SPECIAL ASSESSMENTS	1,073,460	1,054,970	1,054,970	959,970	1,050,000	1,101,370
672	OTHER REVENUE	35,550	100,000	100,000	163,820	150,000	160,000
NET OF REVENUES/APPROPRIATIONS - 000.000 -		1,193,150	1,268,230	1,268,230	1,126,940	1,225,160	1,291,680
Dept 298.000 - PUBLIC RELATIONS							
247-298.000-702.00	SALARIES & WAGES DIRECT	16,910	21,490	21,490	15,270	21,490	22,460
247-298.000-706.00	LABOR BURDEN	1,300	9,170	9,170	1,010	9,170	9,580
NET OF REVENUES/APPROPRIATIONS - 298.000 - PUBLIC RELAT		(18,210)	(30,660)	(30,660)	(16,280)	(30,660)	(32,040)
Dept 441.005 - DOWNTOWN MAINTENANCE							
247-441.005-702.00	SALARIES & WAGES DIRECT	76,890	85,550	85,550	58,140	85,550	90,810
247-441.005-706.00	LABOR BURDEN	43,090	44,420	44,420	31,020	44,080	43,830
247-441.005-941.00	EQUIPMENT RENTAL OR LEASE	41,090	43,000	43,000	30,390	43,000	43,000
NET OF REVENUES/APPROPRIATIONS - 441.005 - DOWNTOWN MAI		(161,070)	(172,970)	(172,970)	(119,550)	(172,630)	(177,640)
Dept 748.000 - PRINCIPAL SHOPPING DISTRICT							
247-748.000-702.00	SALARIES & WAGES DIRECT	192,120	242,220	242,220	165,050	242,220	245,130
247-748.000-706.00	LABOR BURDEN	9,510	87,450	87,450	47,960	87,450	85,620
247-748.000-727.00	POSTAGE	130	3,000	3,000	890	3,000	3,000
247-748.000-729.00	OPERATING SUPPLIES	62,960	3,500	3,500	930	3,500	3,500
247-748.000-801.02	LEGAL SERVICES	3,540	3,000	3,000	1,910	3,000	3,000
247-748.000-802.01	AUDIT	760	760	760	770	760	710
247-748.000-811.00	OTHER CONTRACTUAL SERVICE	1,720	2,000	2,000	1,370	2,000	2,000
247-748.000-828.03	PARKING VALET SERVICES	2,100	15,000	15,000		15,000	50,000
247-748.000-829.01	SNOW REMOVAL CONTRACT	64,200	59,000	59,000	53,500	59,000	59,000
247-748.000-829.02	WEB SITE MAINTENANCE	3,440	10,000	10,000	5,460	13,240	13,240
247-748.000-851.00	TELEPHONE	1,720	1,750	1,750	1,070	1,750	1,750
247-748.000-901.00	PRINTING & PUBLISHING					2,500	2,500
247-748.000-901.04	MARKETING & ADVERTISING	268,780	150,000	150,000	106,370	150,000	225,000
247-748.000-901.05	PUBLIC RELATIONS	4,410	10,000	10,000	4,180	10,000	10,000
247-748.000-903.00	TENANT RECRUITMENT	68,340	100,000	100,000	85,200	125,000	100,000
247-748.000-904.00	PRINTING PSD MAGAZINE	53,000	60,000	60,000	37,680	60,000	60,000
247-748.000-909.00	SPECIAL EVENTS	88,790	200,000	200,000	178,110	200,000	200,000
247-748.000-933.02	EQUIPMENT MAINTENANCE	590	1,200	1,200	380	1,200	1,200
247-748.000-935.02	MAINTENANCE SHOPPING DIST	67,370	70,000	70,000	19,620	70,000	100,000
247-748.000-942.00	COMPUTER EQUIPMENT RENTAL	20,930	23,620	23,620	17,710	23,620	31,520
247-748.000-944.00	BUILDING OR FACILITY RENT	12,000	12,000	12,000	9,000	12,000	12,000
247-748.000-955.01	TRAINING	250	1,000	1,000		1,000	3,000
247-748.000-955.03	MEMBERSHIP & DUES	1,480	1,600	1,600	2,160	2,500	2,500
247-748.000-955.04	CONFERENCES & WORKSHOPS		3,000	3,000	1,180	3,000	1,250
247-748.000-957.04	LIAB INSURANCE PREMIUMS	4,500	4,500	4,500	3,370	4,500	4,730
247-748.000-962.00	MISCELLANEOUS				10		
NET OF REVENUES/APPROPRIATIONS - 748.000 - PRINCIPAL SH		(932,640)	(1,064,600)	(1,064,600)	(743,880)	(1,096,240)	(1,220,650)

## CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board:        Birmingham Shopping District

Year:    2022

Members Required for Quorum:        7

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG 4/23	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
<b>REGULAR MEMBERS</b>																	
Richard Astrein	CP	P	P												2	0	100%
Samy Eid	CP	P	P												2	0	100%
Geoffrey Hockman	CP	P	P												2	0	100%
Zachary Kay	CP	P	P												2	0	100%
Sarvy Lipari	CP	P	P												2	0	100%
Jessica Lundberg	CP	P	P												2	0	100%
Tom Markus	CP	P	P												2	0	100%
Mike McKenzie	CP	A	P												1	1	50%
Amy Pohlod	CP	P	P												2	0	100%
Steve Quintal	CP	P	P												2	0	100%
Bill Roberts	CP	A	P												1	1	50%
Sam Surnow	CP	P	P												2	0	100%
Reserved															0	0	#DIV/0!
Doug Fehan	CP	P													1	0	100%
Present or Available	12	10	12	0	0	0	0	0	0	0	0	0	0	0			

**KEY:**

- A** = Member absent
- P** = Member present or available
- CP** = Member available, but meeting canceled for lack of quorum
- CA** = Member not available and meeting was canceled for lack of quorum
- NA** = Member not appointed at that time
- NM** = No meeting scheduled that month
- CM** = Meeting canceled for lack of business items

\_\_\_\_\_  
Department Head Signature



Birmingham Shopping  
District 151 Martin Street  
Birmingham, MI 48009  
248-530-1200

**BSD COMMITTEES**  
**MONTHLY MEETING SCHEDULE**  
**APRIL 2022**

**BSD BOARD**

**THURS 4/7 @ 8:30 AM – COMMUNITY HOUSE**

**MAINTENANCE/CAPITAL IMPROVEMENTS**

**TUES 4/12 @ 8:30 AM – CITY HALL**

**SPECIAL EVENTS**

**FRI 4/15 @ 8:30 AM – CITY HALL**

**MARKETING/ADVERTISING**

**THURS 4/21 @ 8:30 AM. – CITY HALL**

**BUSINESS DEVELOPMENT**

**THURS 4/28 at 8:30 – CITY HALL**

**EXECUTIVE**

**TUES 4/27 at 8:30 AM – CITY HALL**

**QUARTERLY COMMITTEE HEAD**

**TBD**

Notice: Individuals requiring accommodations, such as interpreter services, for effective participation in this meeting should contact the City Clerk's Office at [\(248\) 530-1880](tel:2485301880) at least one day in advance of the public meeting.

Las personas que requieren alojamiento, tales como servicios de interpretación, la participación efectiva en esta reunión deben ponerse en contacto con la Oficina del Secretario Municipal al [\(248\) 530-1880](tel:2485301880) por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).