



Birmingham Shopping District Agenda
Thursday, August 4, 2022 8:30 a.m.

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

Zoom link: <https://bhamgov-org.zoom.us/j/86152078318>

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
3. Approval of Minutes – June 2, 2022
4. Board Member Comments
 - a. Resignation of Chairperson Hockman
 - b. Election of new Chairperson
5. Reports:
 - a. Finance Report – July & August, 2022
 - b. Executive Director Report
 - c. Committee Reports:
 - i. **Special Events** – Astrein
 - a. Minutes – June 10, 2022, no July meeting
 - ii. **Marketing & Advertising** – Pohlod
 - a. Minutes – June 16, 2022, July 20, 2022
 - b. New member applications – Cynthia Fenner
 - c. Fall Birmingham Bucks Program – Action Required
 - iii. **Maintenance and Capital Improvements** – Lipari
 - a. Minutes – June 14, 2022, no July meeting
 - iv. **Business Development** – Surnow
 - a. Minutes – June 1, 2022, July 28, 2022
 - b. New Business Report
 - v. **Executive Board** – Hockman
 - a. Minutes – no June meeting, July 27, 2022
 - d. Parking Report – Astrein – July & August, 2022
6. Approval of Vouchers – July & August, 2022
7. Unfinished Business
8. New Business
 - a. Community House contract
 - b. WOMC contract for Birmingham Cruise Event
 - c. Holiday Season - Santa contracts
 - d. Costar contract
 - e. RFP for Retail Recruiter
 - f. RFP for Winter Markt Electrical Services
 - g. Holiday lighting request from DPS
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).

City of Birmingham
Birmingham Shopping District Meeting Minutes
Thursday, June 2, 2022 - 8:30 a.m.
The Community House
Birmingham, MI 48009

Minutes of the meeting of the Birmingham Shopping District Board held Thursday, June 2, 2022, at 8:33 a.m. at The Community House

1. CALL TO ORDER AND ROLL CALL OF BOARD

PRESENT: Astrein, Eid, Hockman, Kay, Lipari, Markus, McKenzie, Pohlod, Roberts, Surnow

ABSENT: Lundberg, Quintal, Director Emeritus Fehan

ALSO PRESENT: Cindy Ciura, Devin Muldoon, Mary Kucharek

ADMINISTRATION: Ecker, Brook, Bassett

2. RECOGNITION OF VISITORS

3. PRESENTATIONS

Hockman recognized Carl Sterr for being in business for 40 years in Birmingham. Ecker shared that the business has just changed its name from Carl Sterr to Sterr and Doon.

4. APPROVAL OF MINUTES

MOTION: Motion by Kay, seconded by Pohlod to approve the minutes dated May 5, 2022.

VOTE: Yeas: Astrein, Eid, Hockman, Kay, Lipari, Markus, McKenzie, Pohlod, Roberts, Surnow

Nays: none

Absent: Lundberg, Quintal

4. BOARD MEMBER COMMENTS

Hockman shared that his term as a BSD board member will be ending in November. He will not seek another term. Markus thanked Hockman for his service on behalf of himself and the community. Markus explained that Hockman has been very involved at all levels in the community.

5. REPORTS

a. FINANCE REPORT – MARKUS

Markus reported that the BSD budget is tracking as planned. He added that he and Hockman have been discussing the assessment renewal and are hoping to have a leadership change before the assessment is presented this fall.

b. EXECUTIVE DIRECTOR REPORT - ECKER

Ecker shared that the City has a new logo and the BSD is looking at how it should incorporate the City's new logo into its branding. Ecker reported that the Wayfinding Committee is requesting that a member of the Marketing and Communications Committee join them.

Pohlod explained that none of the members of the Marketing and Communications Committee is available at the time that the Wayfinding Committee is currently meeting. Ecker said that she would bring that information back to the Wayfinding Committee and see if they might be able to change their meeting time.

Ecker also reported that the City Commission would consider the BSD budget for final approval at their June 13, 2022 meeting. She shared that the Merchant Meeting was well attended. Discussion focused on South Old Woodward Reconstruction Project and summer events.

Ecker also explained that she had contacted CC Consulting regarding the approval of the contract at the May BSD Board Meeting and Ciura had questions about money owed from the previous contract and therefore did not want to sign the new contract.

Ecker also pointed out that board packets now contain minutes from committee meetings instead of reports. Markus reminded everyone that committees make recommendations to the Board. The Board of Directors makes decisions.

c. COMMITTEE REPORTS:

SPECIAL EVENTS – ASTREIN

Astrein reported that the Committee discussed the Spring Stroll and that the committee would like to have an Art Walk. The Birmingham Bloomfield Arts Center will work in partnership with the BSD.

Brook updated the group that applications are currently being accepted for artists to decorate the construction barricades and that plans are in place to have a scavenger hunt that focuses on the South Old Woodward area later in the summer.

Merchants can now register to participate in Day on the Town, which will be held on July 30, 2022. Astrein reminded the board that the first of four Movie Nights would be held on June 10, 2022 at Booth Park. He added that Stuart Jeffares presented information to the committee about a Big Band event that he would like to produce with NEXT. The event would take place in October, possibly at Daxton Hotel.

Markus mentioned that Jeff Ishbia might be interested in being a sponsor and that Jeffares had spoken with Ecker and a Daxton representative.

Pohlod asked about holding a Touch-A-Truck event. Astrein explained that, since the DPS recently held their open house, the Committee discussed putting that event on hold.

Ecker shared that staff submitted special events applications to the City Clerk's office for approval for the Birmingham Cruise Event, Santa House & Small Business Saturday, and Winter Market. They will be considered at the June 13, 2022 City Commission meeting. She asked the board to confirm their approval of these applications.

MOTION: Motion by Astrein, seconded by Kay to concur with special event applications as submitted to the City Clerk's office and to authorize staff to move forward with planning the Birmingham Cruise Event, Santa House & Small Business Saturday, and Winter Markt.

VOTE: Yeas: Astrein, Eid, Hockman, Kay, Lipari, Markus, McKenzie, Pohlod, Roberts, Surnow
Nays: none
Absent: Lundberg, Quintal

MARKETING & ADVERTISING - POHLOD

Pohlod shared that the Committee has been focusing on the summer video and the fashion insert. They plan to use social media to post information about the businesses in the construction zone. The promotional Birmingham Bucks program is beginning for the businesses in the construction area. Staff distributed informational cards to the impacted businesses.

The Committee is also beginning to look into ways to incorporate the new City logo into a new logo for the BSD.

Bassett reported that she has worked with DPS to place directional signage in the construction area. She shared that approximately 100 people have registered to get text messages through the TextMyGov program.

Ecker informed the group that an individual brought a petition to the last City Commission meeting to let Commissioners know that they do not like the detour, and would like the no right turn sign removed. The police department has looked into this and does not think that it would be a good idea. Markus added that the individual filed a FOIA request that will take hours to complete.

MAINTENANCE/CAPITAL IMPROVEMENTS - LIPARI

Lipari reported that the Committee continues to discuss options for construction valet and that there is the possibility of adding it later. Power washing will take place after the Village Fair. The Committee is looking into options for a DPS employee appreciation lunch.

BUSINESS DEVELOPMENT - SURNOW

Surnow shared that the committee has been focusing on the third party recruiting contract and that there is not a pipeline report this month.

Bassett shared that, since the current Birmingham Bucks promotion is so narrow, they would like to do an additional promotion from June 24, 2022 through June 26, 2022. For this promotion, shoppers would earn Bucks from any qualifying business within the BSD. This would use the same budget that is already allocated to June. Pohlod clarified that the current budget for June is \$15,000. The expectation is that the current promotion will not use all of those dollars.

MOTION: Motion by Surnow, seconded by Pohlod to approve a BSD-wide Summer Bucks Weekend promotion June 24-26, 2022 open to all BSD businesses as part of the Program 1 - Phase 1 Birmingham Bucks S. Old Woodward Reconstruction Promotion.

VOTE: Yeas: Astrein, Eid, Hockman, Kay, Lipari, Markus, McKenzie, Pohlod, Roberts, Surnow
Nays: none
Absent: Lundberg, Quintal

EXECUTIVE BOARD REPORT - HOCKMAN

Hockman reported that a search is underway for a new Executive Director. The posting will close on June 10, 2022. Hockman proposed having an interview committee made up of the chairs of the four BSD committees to work with HR to make a recommendation to the full board of directors.

MOTION: Motion by Hockman, seconded by Surnow, to create an interview committee made up of the chair people of the Marketing & Advertising, Special Events, Maintenance and Capital Improvements, and the Business Development committees, that will bring more than one candidate to the full Board of Directors for review.

Markus added that he thinks that Ecker and HR Manager Lambert should also be a part of the interview committee. He continued that it is a very difficult market right now and he wants the group to be able to act quickly. Motion maker and seconder amended the motion as follows:

MOTION: Motion by Hockman, seconded by Surnow, to create an interview committee made up of the chair people of the Marketing & Advertising, Special Events, Maintenance and Capital Improvements, and the Business Development committees, as well as Ecker and HR Director Lambert, that will bring more than one candidate to the full Board of Directors for review.

VOTE: Yeas: Astrein, Eid, Hockman, Kay, Lipari, Markus, McKenzie, Pohlod, Roberts, Surnow
Nays: none
Absent: Lundberg, Quintal

d. PARKING REPORT - ASTREIN

No report given.

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 Pohlod, seconded by Kay to approve the vouchers, dated May 5, 2022.

VOTE: Yeas: Astrein, Eid, Hockman, Kay, Lipari, Markus, McKenzie, Pohlod, Roberts, Surnow
Nays: none
Absent: Lundberg, Quintal

7. UNFINISHED BUSINESS

a. Retail Recruiting Contract Update

Ecker reported that Ciura of CC Consulting had questions about money she feels is owed to her. Ecker asked Melissa Fairbairn, in the City Manager's office, to review the contracts and all payments made by the BSD. The 2021-2022 contract had a maximum of \$75,000. There was

a question about insurance payment. So, they were added to the contract maximum. Each contract had a maximum amount made up of base pay and incentives. Upon thorough review, Fairbairn concluded that the BSD had already paid more than the contract maximum. Therefore, Ecker recommended not making further payment to CC Consulting.

CC Consulting had further questions, which caused Ecker and Fairbairn to review earlier contracts. The review showed that the amount paid to CC Consulting exceeded the contract maximum. Ecker acknowledged that the Finance Department and City Attorney confirmed that there might have been a discrepancy in what the board members thought the contract actually said versus what is actually written in the contract.

Surnow agreed that he felt the spirit of the agreement was different from what the contract states. He does not feel that the written contract accurately reflects the verbal deal. Roberts added that the contracts from the first two years were poorly written. However, looking at just the third year shows that we have overpaid. Therefore, no further payment is needed.

Markus shared that these contract questions caused a great deal of tension for the previous Executive Director, board, and staff. He can understand how we got into this position, but as a municipal body, you have to go by the written contract.

Public Comment:

Ciura gave a brief history of her company. She then explained that she was not paid \$75,000 from this contract as she billed one month behind. She also believes that her expenses were considered payment and should not have been. Ciura says that the BSD only paid her \$72,775. She believes that that sum included expenses for design of a marketing piece.

Ciura said that previous consultants were paid in the \$100,000 range and that due to COVID she did not have control over when deals closed. She believes that her work has played a very important role in the interest Birmingham is getting from retailers and that there have been deals that have closed for which she has not gotten any commission.

Ciura shared that she had her accountant audit the payments that she received and they do not add up to \$75,000. She does not feel that it is fair that she is not being paid for all of her work. She does not feel that the board appreciates the work that she has done. She also does not think that some of the terms for the new contract are reasonable as property owners will not want to share details of their deals.

Markus responded that Ciura's comments are indicative of the consternation that has surrounded this issue. He would like to rescind the offer of a new agreement with CC Consulting and go out to bid for a new retail consultant.

Pohlod shared that she looked at the numbers and believes that the BSD has paid in full. Surnow added that although people may have interpreted the contract in different ways, you have to go back to the source document. He would like to move the focus to bringing in new businesses. Hockman agreed that it is time to move forward.

MOTION: Motion by Markus, seconded by Pohlod, to rescind the contract that was offered to CC Consulting and withdraw the offer for CC Consulting to act as a retail consultant for the BSD for another year.

VOTE: Yeas: Astrein, Eid, Hockman, Kay, Lipari, Markus, McKenzie, Pohlod, Roberts, Surnow
Nays: none
Absent: Lundberg, Quintal

MOTION: Motion by Astrein, seconded by McKenzie, to direct the acting Executive Director to start the RFP process to secure a new third party retail consultant. This does not preclude the current provider from bidding.

VOTE: Yeas: Astrein, Eid, Hockman, Kay, Lipari, Markus, McKenzie, Pohlod, Roberts, Surnow
Nays: none
Absent: Lundberg, Quintal

8. NEW BUSINESS

a. Art Walk Event

Ecker explained that there had been a meeting with Annie VanGeldereren from the Birmingham Bloomfield Art Center (BBAC) and that the Special Events Committee supports the idea of working with the BBAC to hold an Art Walk in the downtown area this fall. The BSD will recruit merchants, put together a map, and promote the event. The BBAC will secure the artists.

MOTION: Motion by Markus, seconded by Pohlod to approve the addition of the Art Walk to the fall 2022 BSD special events schedule and to authorize the Executive Director to commence planning and marketing the event.

VOTE: Yeas: Astrein, Eid, Hockman, Kay, Lipari, Markus, McKenzie, Pohlod, Roberts, Surnow
Nays: none
Absent: Lundberg, Quintal

b. Parking Contract for 690 S. Old Woodward Avenue

MOTION: Motion by Markus, seconded by Astrein to approve a month by month parking lot lease agreement between the Birmingham Shopping District and Coldwell Banker Weir Manual in the amount of \$1,080 per month for the provision of public parking during the S. Old Woodward Reconstruction Project and to direct Chairperson Hockman to sign the lease on behalf of the BSD.

VOTE: Yeas: Astrein, Eid, Hockman, Lipari, Markus, McKenzie, Pohlod, Roberts, Surnow
Nays: none
Absent: Lundberg, Quintal

9. INFORMATION

a. Retail Activity

b. Announcements

c. Letters, Board Attendance & Monthly Meeting Schedule

10. PUBLIC COMMENTS

11. ADJOURNMENT – 10:06 A.M.

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

Fund 247 PRINCIPAL SHOPPING DISTRICT

GL Number	Description	Balance
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*** Assets ***

247-000.000-005.0000	CASH AND INVESTMENTS	1,106,535.96
247-000.000-028.0000	MISCELLANEOUS	15,276.72
247-000.000-028.9999	ALLOW FOR DOUBTFUL ACCTS.	(1,613.72)
247-000.000-045.0887	PSD PEC ASSESS 21-22 #887 RECEIVAE	100,116.49
247-000.000-048.0886	PSD 2020-2021 DELQ SAD	1,409.13
247-000.000-101.0000	PREPAID ITEMS	367.50

Total Assets		1,222,092.08
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*** Liabilities ***

247-000.000-202.0000	ACCOUNTS PAYABLE	41,892.88
247-000.000-255.0001	GIFT CERTIFICATES	600.00
247-000.000-367.0300	DEFER. INFLOWS - MISCELLANEOUS INV	13,663.00
247-000.000-367.0700	DEFER. INFLOWS - SPECIAL ASSESSMEN	100,116.49
247-000.000-367.0800	DEFER. INFLOWS - DELQ SPECIAL ASSE	1,409.13

Total Liabilities		157,681.50
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*** Fund Balance ***

247-000.000-391.0000	RETAINED EARNINGS	967,182.61
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Total Fund Balance		967,182.61
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Beginning Fund Balance		967,182.61
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Net of Revenues VS Expenditures		97,227.97
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Ending Fund Balance		1,064,410.58
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Total Liabilities And Fund Balance		1,222,092.08
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REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 05/31/2022

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

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022	ACTIVITY FOR MONTH 05/31/2022	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	4,078.36	137.91	9,621.64	29.77
INTEREST AND RENT		13,700.00	4,078.36	137.91	9,621.64	29.77
SPECIAL ASSESSMENTS						
247-000.000-666.0001	SPECIAL ASSESSMENT INTEREST	0.00	521.42	0.00	(521.42)	100.00
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	959,084.82	0.00	(959,084.82)	100.00
SPECIAL ASSESSMENTS		1,054,970.00	961,404.00	0.00	93,566.00	91.13
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	200,362.00	7,512.00	(100,362.00)	200.36
247-000.000-677.0001	SUNDRY & MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
OTHER REVENUE		100,000.00	200,362.00	7,512.00	(100,362.00)	200.36
Total Dept 000.000		1,268,230.00	1,165,844.36	7,649.91	102,385.64	91.93
TOTAL REVENUES		1,268,230.00	1,165,844.36	7,649.91	102,385.64	91.93
Expenditures						
Dept 298.000 - PUBLIC RELATIONS						
PERSONNEL SERVICES						
247-298.000-702.0001	SALARIES & WAGES DIRECT	21,490.00	18,628.67	1,677.01	2,861.33	86.69
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	1,173.16	105.92	476.84	71.10
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	58.55	5.26	11.45	83.64
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 05/31/2022

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

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022	ACTIVITY FOR MONTH 05/31/2022	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	19,860.38	1,788.19	10,799.62	64.78
Total Dept 298.000 - PUBLIC RELATIONS						
		30,660.00	19,860.38	1,788.19	10,799.62	64.78
Dept 441.005 - DOWNTOWN MAINTENANCE						
PERSONNEL SERVICES						
247-441.005-702.0001	SALARIES & WAGES DIRECT	57,440.00	48,982.61	4,343.94	8,457.39	85.28
247-441.005-702.0002	OVERTIME PAY	27,770.00	19,404.88	1,364.85	8,365.12	69.88
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	5,105.83	423.45	1,704.17	74.98
247-441.005-706.0002	HOSPITALIZATION	12,510.00	8,386.74	892.06	4,123.26	67.04
247-441.005-706.0003	LIFE INSURANCE	200.00	239.14	22.59	(39.14)	119.57
247-441.005-706.0004	RETIRE CONTRIB HEALTH	8,840.00	6,776.97	598.92	2,063.03	76.66
247-441.005-706.0005	DENTAL/OPTICAL	660.00	606.06	60.72	53.94	91.83
247-441.005-706.0006	LT/ST DISABILITY	670.00	552.88	51.32	117.12	82.52
247-441.005-706.0007	WORKER'S COMPENSATION	1,640.00	1,183.06	101.17	456.94	72.14
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	8,472.75	770.25	1,137.25	88.17
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	4,793.39	471.79	(2,453.39)	204.85
247-441.005-706.0013	RET HLTH SVGS CONTR EMPLR	1,040.00	1,448.01	139.18	(408.01)	139.23
PERSONNEL SERVICES		129,970.00	106,124.68	9,240.24	23,845.32	81.65
OTHER CHARGES						
247-441.005-941.0000	EQUIPMENT RENTAL OR LEASE	43,000.00	36,720.56	4,051.85	6,279.44	85.40
OTHER CHARGES		43,000.00	36,720.56	4,051.85	6,279.44	85.40
Total Dept 441.005 - DOWNTOWN MAINTENANCE						
		172,970.00	142,845.24	13,292.09	30,124.76	82.58
Dept 748.000 - PRINCIPAL SHOPPING DISTRICT						
PERSONNEL SERVICES						
247-748.000-702.0001	SALARIES & WAGES DIRECT	242,220.00	196,144.96	15,088.44	46,075.04	80.98
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	14,798.15	1,130.62	3,731.85	79.86
247-748.000-706.0002	HOSPITALIZATION	37,340.00	20,948.93	2,954.44	16,391.07	56.10
247-748.000-706.0003	LIFE INSURANCE	950.00	824.55	75.83	125.45	86.79
247-748.000-706.0004	RETIRE CONTRIB HEALTH	6,420.00	5,917.63	567.63	502.37	92.17
247-748.000-706.0005	DENTAL/OPTICAL	1,700.00	69.61	69.61	1,630.39	4.09
247-748.000-706.0006	LT/ST DISABILITY	1,020.00	686.79	41.78	333.21	67.33
247-748.000-706.0007	WORKER'S COMPENSATION	760.00	908.09	63.82	(148.09)	119.49
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	7,461.63	678.33	678.37	91.67

PERIOD ENDING 05/31/2022

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

		2021-22		ACTIVITY FOR		
GL NUMBER	DESCRIPTION	AMENDED BUDGET	YTD BALANCE 05/31/2022	MONTH 05/31/2022	AVAILABLE BALANCE	% BGD 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	7,201.78	394.62	3,568.22	66.87
247-748.000-706.0013	RET HLTH SVGS CONTR EMPLR	1,820.00	1,589.00	140.00	231.00	87.31
PERSONNEL SERVICES		329,670.00	257,046.82	21,205.12	72,623.18	77.97
OTHER CHARGES						
247-748.000-801.0200	LEGAL SERVICES	3,000.00	4,141.25	1,435.50	(1,141.25)	138.04
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	1,161.51	100.00	838.49	58.08
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	64,200.00	0.00	(5,200.00)	108.81
247-748.000-829.0200	WEB SITE MAINTENANCE	10,000.00	9,745.00	1,107.50	255.00	97.45
247-748.000-851.0000	TELEPHONE	1,750.00	1,346.46	139.55	403.54	76.94
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	167,782.06	46,200.55	(17,782.06)	111.85
247-748.000-901.0500	PUBLIC RELATIONS	10,000.00	10,259.82	5,500.00	(259.82)	102.60
247-748.000-903.0000	TENANT RECRUITMENT	100,000.00	90,232.92	4,070.00	9,767.08	90.23
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	189,216.46	6,358.16	10,783.54	94.61
247-748.000-933.0200	EQUIPMENT MAINTENANCE	1,200.00	642.18	0.00	557.82	53.52
247-748.000-935.0200	MAINTENANCE SHOPPING DIST	70,000.00	28,554.39	6,650.00	41,445.61	40.79
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	21,651.63	1,968.33	1,968.37	91.67
247-748.000-944.0000	BUILDING OR FACILITY RENT	12,000.00	11,000.00	1,000.00	1,000.00	91.67
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	3,079.95	0.00	(1,479.95)	192.50
247-748.000-955.0400	CONFERENCES & WORKSHOPS	3,000.00	1,176.11	0.00	1,823.89	39.20
247-748.000-957.0400	LIAB INSURANCE PREMIUMS	4,500.00	4,125.00	375.00	375.00	91.67
247-748.000-962.0000	MISCELLANEOUS	0.00	12.52	0.00	(12.52)	100.00
OTHER CHARGES		728,430.00	646,774.01	74,904.59	81,655.99	88.79
SUPPLIES						
247-748.000-727.0000	POSTAGE	3,000.00	886.98	0.00	2,113.02	29.57
247-748.000-729.0000	OPERATING SUPPLIES	3,500.00	1,202.96	103.67	2,297.04	34.37
247-748.000-799.0000	EQUIPMENT UNDER \$5,000	0.00	0.00	0.00	0.00	0.00
SUPPLIES		6,500.00	2,089.94	103.67	4,410.06	32.15
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	905,910.77	96,213.38	158,689.23	85.09
TOTAL EXPENDITURES		1,268,230.00	1,068,616.39	111,293.66	199,613.61	84.26

Fund 247 - PRINCIPAL SHOPPING DISTRICT:

REVENUE AND EXPENDITURE REPORT
PERIOD ENDING 05/31/2022

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

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022	ACTIVITY FOR MONTH 05/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 247 - PRINCIPAL SHOPPING DISTRICT						
TOTAL REVENUES		1,268,230.00	1,165,844.36	7,649.91	102,385.64	91.93
TOTAL EXPENDITURES		1,268,230.00	1,068,616.39	111,293.66	199,613.61	84.26
NET OF REVENUES & EXPENDITURES		0.00	97,227.97	(103,643.75)	(97,227.97)	100.00

PRINCIPAL SHOPPING DISTRICT
CASH FLOW
FOR THE MONTH OF MAY 2022

	<u>DESCRIPTION</u>	<u>PROJECTED</u>	<u>ACTUAL</u>	<u>VARIANCE</u>
	BEGINNING CASH BALANCE	\$ 1,186,500	\$ 1,186,500	\$ -
	CASH RECEIPTS:			
	Special Assessments	7,210	-	(7,210)
	Interest Income	1,440	138	(1,302)
	Gift Certificates	-	-	-
	Advisory Parking Committee	-	-	-
	Special Event Revenue	<u>3,000</u>	<u>7,512</u>	<u>4,512</u>
	Sub-total cash receipts	11,650	7,650	(4,000)
	CASH DISBURSEMENTS:			
	OFFICE DISBURSEMENTS			
	PSD Personnel Costs	25,445	21,205	4,240
727.0000	Postage	400	-	400
729.0000	Supplies	280	26	254
801.0200	Legal	250	-	250
802.0100	Audit	-	-	-
811.0000	Other Contractual Service	-	100	(100)
933.0200	Equipment Maintenance	-	-	-
851.0000	Telephone	150	139	11
955.0100	Training	80	-	80
955.0300	Memberships & Dues	370	375	(5)
955.0400	Conferences & Workshops	400	-	400
942.0000	Computer Equipment Rental	1,969	1,968	1
957.0400	Liability Insurance	375	375	-
944.0000	Building Rent	1,000	1,000	-
962.0000	Miscellaneous	<u>-</u>	<u>-</u>	<u>-</u>
	Sub-total Office Disbursements	30,719	25,188	5,531
	PROGRAM DISBURSEMENTS			
	DPS Downtown Maintenance	6,210	13,292	(7,082)
	Promotion Personnel Costs	2,320	1,788	532
828.0300	Valet Services	-	-	-
829.0100	Snow Removal	-	-	-
935.0200	Maintenance PSD	8,000	-	8,000
901.0400	Marketing & Advertising	15,000	41,904	(26,904)
901.0500	Public Relations	1,000	584	416
903.0000	Tenant Recruitment	8,330	897	7,433
909.0000	Special Events	37,000	2,854	34,146
904.0000	PSD Magazine	-	-	-
829.0200	Web Site Maintenance	<u>1,650</u>	<u>1,107</u>	<u>543</u>
	Sub-total Program Disbursements	<u>79,510</u>	<u>62,426</u>	<u>17,084</u>
	Total Disbursements	110,229	87,614	22,615
	INCREASE (DECREASE) IN CASH BALANCE	<u>(98,579)</u>	<u>(79,964)</u>	<u>18,615</u>
	ENDING CASH BALANCE	<u>\$ 1,087,921</u>	<u>\$ 1,106,536</u>	<u>\$ 18,615</u>

PRINCIPAL SHOPPING DISTRICT
ACTUAL CASH FLOW
FOR THE ELEVEN MONTHS ENDED MAY 2022

	DESCRIPTION	PROJECTED	ACTUAL	VARIANCE
	BEGINNING CASH BALANCE	\$ 961,786	\$ 961,786	\$ -
	CASH RECEIPTS:			
	Special Assessments	1,054,970	1,026,051	(28,919)
	Interest Income	12,390	4,600	(7,790)
	Gift Certificates	-	150	150
	Advisory Parking Committee	25,000	-	(25,000)
	Special Event Revenue	<u>98,000</u>	<u>201,852</u>	<u>103,852</u>
	Sub-total cash receipts	1,190,360	1,232,653	42,293
	CASH DISBURSEMENTS:			
	OFFICE DISBURSEMENTS			
	PSD Personnel Costs	304,225	270,762	33,463
727.0000	Postage	2,400	887	1,513
729.0000	Supplies	3,220	917	2,303
801.0200	Legal	2,750	2,690	60
802.0100	Audit	760	767	(7)
811.0000	Other Contractual Service	-	1,674	(1,674)
933.0200	Equipment Maintenance	900	696	204
851.0000	Telephone	1,600	1,488	112
955.0100	Training	910	-	910
955.0300	Memberships & Dues	1,600	3,083	(1,483)
955.0400	Conferences & Workshops	2,900	1,176	1,724
942.0000	Computer Equipment Rental	21,651	21,648	3
957.0400	Liability Insurance	4,125	4,125	-
944.0000	Building Rent	11,000	11,000	-
962.0000	Miscellaneous	<u>-</u>	<u>13</u>	<u>(13)</u>
	Sub-total Office Disbursements	358,041	320,926	37,115
	PROGRAM DISBURSEMENTS			
	DPS Downtown Maintenance	150,250	149,644	606
	Promotion Personnel Costs	28,340	20,971	7,369
828.0300	Valet Services	15,000	-	15,000
829.0100	Snow Removal	59,000	64,200	(5,200)
935.0200	Maintenance PSD	62,000	37,405	24,595
901.0400	Marketing & Advertising	135,000	155,490	(20,490)
901.0500	Public Relations	9,000	4,760	4,240
903.0000	Tenant Recruitment	91,630	94,530	(2,900)
909.0000	Special Events	192,000	193,071	(1,071)
904.0000	PSD Magazine	60,000	37,680	22,320
829.0200	Web Site Maintenance	<u>10,000</u>	<u>9,226</u>	<u>774</u>
	Sub-total Program Disbursements	812,220	766,977	45,243
	Total Disbursements	1,170,261	1,087,903	82,358
	INCREASE (DECREASE) IN CASH BALANCE	<u>20,099</u>	<u>144,750</u>	<u>124,651</u>
	ENDING CASH BALANCE	<u>\$ 981,885</u>	<u>\$ 1,106,536</u>	<u>\$ 124,651</u>

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	862,415	1,215,425	1,186,500	1,106,536	961,786
CASH RECEIPTS:													
2020 Assessment	19,313	45,855	-	1,798	-	-	-	-	-	-	-	-	66,966
2021 Assessment	-	-	-	-	-	-	146,894	380,239	430,522	1,430	-	-	959,085
Special Assessments	19,313	45,855	-	1,798	-	-	146,894	380,239	430,522	1,430	-	-	1,026,051
Interest Income	(81)	750	282	414	244	811	407	327	983	325	138	1,310	5,910
Gift Certificates	150	-	-	-	-	-	-	-	-	-	-	-	150
Advisory Parking Committee	-	-	-	-	-	-	-	-	-	-	-	-	-
Special Event Revenue	7,062	13,190	3,520	64,210	35,061	12,280	20,790	915	8,758	28,554	7,512	2,000	203,852
Sub-total cash receipts	26,444	59,795	3,802	66,422	35,305	13,091	168,091	381,481	440,263	30,309	7,650	3,310	1,235,963
CASH DISBURSEMENTS:													
OFFICE DISBURSEMENTS													
PSD Personnel Costs	32,749	22,606	24,764	20,926	21,225	36,903	21,151	23,122	23,280	22,831	21,205	25,445	296,207
727.00 Postage	-	-	-	-	-	-	-	887	-	-	-	600	1,487
729.00 Supplies	10	77	201	38	51	107	(89)	92	259	145	26	280	1,197
801.02 Legal	-	495	520	396	421	-	-	487	91	280	-	250	2,940
802.01 Audit	-	-	115	357	242	53	-	-	-	-	-	-	767
811.00 Other Contractual Service	-	200	100	100	162	100	612	100	100	100	100	2,000	3,674
933.02 Equipment Maintenance	54	-	-	155	-	-	226	-	-	261	-	300	996
851.00 Telephone	90	140	90	90	279	130	130	130	130	140	139	150	1,638
955.01 Training	-	-	-	-	-	-	-	-	-	-	-	90	90
955.03 Memberships & Dues	-	40	490	825	305	-	130	129	247	542	375	-	3,083
955.04 Conferences & Workshops	-	-	550	-	210	33	-	-	383	-	-	100	1,276
942.00 Computer Equipment Rental	1,968	1,968	1,968	1,968	1,968	1,968	1,968	1,968	1,968	1,968	1,968	1,969	23,617
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	27,833	27,642	25,188	32,559	353,485
PROGRAM DISBURSEMENTS													
DPS Downtown Maintenance	22,525	16,131	19,102	14,441	10,309	15,698	9,540	8,980	9,633	9,993	13,292	22,720	172,364
Promotion Personnel Costs	2,554	1,726	1,726	1,726	1,726	2,662	1,788	1,788	1,699	1,788	1,788	2,320	23,291
828.03 Valet Services	-	-	-	-	-	-	-	-	-	-	-	-	-
829.01 Snow Removal	-	-	-	-	10,700	10,700	10,700	10,700	10,700	10,700	-	-	64,200
935.02 Maintenance PSD	-	16,422	638	2,146	2,145	6,461	-	6,889	754	1,950	-	8,000	45,405
901.04 Marketing & Advertising	-	10,583	13,119	1,250	5,725	13,774	24,226	33,112	8,491	3,306	41,904	15,000	170,490
901.05 Public Relations	-	1,500	-	245	-	-	1,500	517	414	-	584	1,000	5,760
903.00 Tenant Recruitment	-	11,026	17,278	14,433	3,198	4,876	8,463	23,723	10,566	70	897	8,370	102,900
909.00 Special Events	15,960	9,549	18,941	26,209	49,509	18,469	32,501	1,099	16,263	1,717	2,854	8,000	201,071
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	900	2,068	1,107	-	9,226
Sub-total Program Disbursements	41,039	68,172	71,332	61,038	101,312	89,695	89,755	91,196	59,420	31,592	62,426	65,410	832,387
Total Disbursements	77,285	95,073	101,505	87,268	127,550	130,364	115,258	119,499	87,253	59,234	87,614	97,969	1,185,872
INCREASE (DECREASE) IN CASH BALANCE	(50,841)	(35,278)	(97,703)	(20,846)	(92,245)	(117,273)	52,833	261,982	353,010	(28,925)	(79,964)	(94,659)	50,091
ENDING CASH BALANCE	910,945	875,667	777,964	757,118	664,873	547,600	600,433	862,415	1,215,425	1,186,500	1,106,536	1,011,877	1,011,877

Fund 247 PRINCIPAL SHOPPING DISTRICT

GL Number	Description	Balance
*** Assets ***		
247-000.000-005.0000	CASH AND INVESTMENTS	991,590.20
247-000.000-028.0000	MISCELLANEOUS	79,923.72
247-000.000-028.9999	ALLOW FOR DOUBTFUL ACCTS.	(1,613.72)
247-000.000-045.0887	PSD PEC ASSESS 21-22 #887 RECEIVAE	96,999.75
247-000.000-048.0886	PSD 2020-2021 DELQ SAD	1,409.13
247-000.000-101.0000	PREPAID ITEMS	367.50
Total Assets		1,168,676.58
*** Liabilities ***		
247-000.000-202.0000	ACCOUNTS PAYABLE	28,116.22
247-000.000-255.0001	GIFT CERTIFICATES	600.00
247-000.000-367.0300	DEFER. INFLOWS - MISCELLANEOUS INV	78,310.00
247-000.000-367.0700	DEFER. INFLOWS - SPECIAL ASSESSMEN	96,999.75
247-000.000-367.0800	DEFER. INFLOWS - DELQ SPECIAL ASSE	1,409.13
Total Liabilities		205,435.10
*** 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		(3,941.13)
Ending Fund Balance		963,241.48
Total Liabilities And Fund Balance		1,168,676.58

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 06/30/2022

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

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 06/30/2022	ACTIVITY FOR MONTH 06/30/2022	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	5,940.00	5,940.00	19,060.00	23.76
CHARGES FOR SERVICES		25,000.00	5,940.00	5,940.00	19,060.00	23.76
INTEREST AND RENT						
247-000.000-664.0000	INVESTMENT INCOME	(19,300.00)	4,078.36	0.00	(23,378.36)	(21.13)
INTEREST AND RENT		(19,300.00)	4,078.36	0.00	(23,378.36)	(21.13)
SPECIAL ASSESSMENTS						
247-000.000-666.0001	SPECIAL ASSESSMENT INTEREST	0.00	614.90	93.48	(614.90)	100.00
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	962,201.56	3,116.74	(962,201.56)	100.00
SPECIAL ASSESSMENTS		1,054,970.00	964,614.22	3,210.22	90,355.78	91.44
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	206,137.00	5,535.00	(106,137.00)	206.14
247-000.000-677.0001	SUNDRY & MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
OTHER REVENUE		100,000.00	206,137.00	5,535.00	(106,137.00)	206.14
Total Dept 000.000		1,235,230.00	1,180,769.58	14,685.22	54,460.42	95.59
TOTAL REVENUES		1,235,230.00	1,180,769.58	14,685.22	54,460.42	95.59
Expenditures						
Dept 298.000 - PUBLIC RELATIONS						
PERSONNEL SERVICES						
247-298.000-702.0001	SALARIES & WAGES DIRECT	21,490.00	21,144.18	2,515.51	345.82	98.39
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	1,332.05	158.89	317.95	80.73
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	66.44	7.89	3.56	94.91
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 06/30/2022

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

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 06/30/2022	ACTIVITY FOR MONTH 06/30/2022	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	22,542.67	2,682.29	8,117.33	73.52
Total Dept 298.000 - PUBLIC RELATIONS						
		30,660.00	22,542.67	2,682.29	8,117.33	73.52
Dept 441.005 - DOWNTOWN MAINTENANCE						
PERSONNEL SERVICES						
247-441.005-702.0001	SALARIES & WAGES DIRECT	57,440.00	55,730.63	6,748.02	1,709.37	97.02
247-441.005-702.0002	OVERTIME PAY	27,770.00	22,832.23	3,427.35	4,937.77	82.22
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	5,862.72	756.89	947.28	86.09
247-441.005-706.0002	HOSPITALIZATION	12,510.00	9,871.69	1,484.95	2,638.31	78.91
247-441.005-706.0003	LIFE INSURANCE	200.00	274.68	35.54	(74.68)	137.34
247-441.005-706.0004	RETIRE CONTRIB HEALTH	8,840.00	7,455.12	678.15	1,384.88	84.33
247-441.005-706.0005	DENTAL/OPTICAL	660.00	692.08	86.02	(32.08)	104.86
247-441.005-706.0006	LT/ST DISABILITY	670.00	635.88	83.00	34.12	94.91
247-441.005-706.0007	WORKER'S COMPENSATION	1,640.00	1,348.50	165.44	291.50	82.23
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	9,243.00	770.25	367.00	96.18
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	5,495.75	702.36	(3,155.75)	234.86
247-441.005-706.0013	RET HLTH SVGS CONTR EMPLR	1,040.00	1,671.42	223.41	(631.42)	160.71
PERSONNEL SERVICES		129,970.00	121,286.06	15,161.38	8,683.94	93.32
OTHER CHARGES						
247-441.005-941.0000	EQUIPMENT RENTAL OR LEASE	43,000.00	41,993.27	5,272.71	1,006.73	97.66
OTHER CHARGES		43,000.00	41,993.27	5,272.71	1,006.73	97.66
Total Dept 441.005 - DOWNTOWN MAINTENANCE						
		172,970.00	163,279.33	20,434.09	9,690.67	94.40
Dept 748.000 - PRINCIPAL SHOPPING DISTRICT						
PERSONNEL SERVICES						
247-748.000-702.0001	SALARIES & WAGES DIRECT	209,220.00	215,402.37	19,257.41	(6,182.37)	102.95
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	16,246.13	1,447.98	2,283.87	87.67
247-748.000-706.0002	HOSPITALIZATION	37,340.00	23,593.48	2,644.55	13,746.52	63.19
247-748.000-706.0003	LIFE INSURANCE	950.00	862.79	38.24	87.21	90.82
247-748.000-706.0004	RETIRE CONTRIB HEALTH	6,420.00	6,472.53	554.90	(52.53)	100.82
247-748.000-706.0005	DENTAL/OPTICAL	1,700.00	74.07	4.46	1,625.93	4.36
247-748.000-706.0006	LT/ST DISABILITY	1,020.00	689.45	2.66	330.55	67.59
247-748.000-706.0007	WORKER'S COMPENSATION	760.00	979.81	71.72	(219.81)	128.92
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	8,139.96	678.33	0.04	100.00

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

		2021-22	YTD BALANCE	ACTIVITY FOR		
GL NUMBER	DESCRIPTION	AMENDED BUDGET	06/30/2022	MONTH	AVAILABLE	% BDGT
				06/30/2022	BALANCE	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	7,201.78	0.00	3,568.22	66.87
247-748.000-706.0013	RET HLTH SVGS CONTR EMPLR	1,820.00	1,659.00	70.00	161.00	91.15
PERSONNEL SERVICES		296,670.00	281,817.07	24,770.25	14,852.93	94.99
OTHER CHARGES						
247-748.000-801.0200	LEGAL SERVICES	3,000.00	4,595.00	453.75	(1,595.00)	153.17
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	2,441.51	1,280.00	(441.51)	122.08
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	64,200.00	0.00	(5,200.00)	108.81
247-748.000-829.0200	WEB SITE MAINTENANCE	10,000.00	10,852.50	1,107.50	(852.50)	108.53
247-748.000-851.0000	TELEPHONE	1,750.00	1,625.41	278.95	124.59	92.88
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	179,522.87	11,740.81	(29,522.87)	119.68
247-748.000-901.0500	PUBLIC RELATIONS	10,000.00	10,259.82	0.00	(259.82)	102.60
247-748.000-903.0000	TENANT RECRUITMENT	100,000.00	90,232.92	0.00	9,767.08	90.23
247-748.000-904.0000	PRINTING PSD MAGAZINE	60,000.00	43,110.00	5,430.00	16,890.00	71.85
247-748.000-909.0000	SPECIAL EVENTS	200,000.00	189,974.05	757.59	10,025.95	94.99
247-748.000-933.0200	EQUIPMENT MAINTENANCE	1,200.00	1,039.44	397.26	160.56	86.62
247-748.000-935.0200	MAINTENANCE SHOPPING DIST	70,000.00	71,873.37	43,318.98	(1,873.37)	102.68
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	23,619.96	1,968.33	0.04	100.00
247-748.000-944.0000	BUILDING OR FACILITY RENT	12,000.00	12,000.00	1,000.00	0.00	100.00
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	3,079.95	0.00	(1,479.95)	192.50
247-748.000-955.0400	CONFERENCES & WORKSHOPS	3,000.00	1,176.11	0.00	1,823.89	39.20
247-748.000-957.0400	LIAB INSURANCE PREMIUMS	4,500.00	4,500.00	375.00	0.00	100.00
247-748.000-962.0000	MISCELLANEOUS	0.00	12.52	0.00	(12.52)	100.00
OTHER CHARGES		728,430.00	714,882.18	68,108.17	13,547.82	98.14
SUPPLIES						
247-748.000-727.0000	POSTAGE	3,000.00	886.98	0.00	2,113.02	29.57
247-748.000-729.0000	OPERATING SUPPLIES	3,500.00	1,302.48	99.52	2,197.52	37.21
247-748.000-799.0000	EQUIPMENT UNDER \$5,000	0.00	0.00	0.00	0.00	0.00
SUPPLIES		6,500.00	2,189.46	99.52	4,310.54	33.68
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		1,031,600.00	998,888.71	92,977.94	32,711.29	96.83
TOTAL EXPENDITURES		1,235,230.00	1,184,710.71	116,094.32	50,519.29	95.91

Fund 247 - PRINCIPAL SHOPPING DISTRICT:

REVENUE AND EXPENDITURE REPORT
PERIOD ENDING 06/30/2022

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

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 06/30/2022	ACTIVITY FOR MONTH 06/30/2022	AVAILABLE BALANCE	% BDGT USED
Fund 247 - PRINCIPAL SHOPPING DISTRICT						
TOTAL REVENUES		1,235,230.00	1,180,769.58	14,685.22	54,460.42	95.59
TOTAL EXPENDITURES		1,235,230.00	1,184,710.71	116,094.32	50,519.29	95.91
NET OF REVENUES & EXPENDITURES		0.00	(3,941.13)	(101,409.10)	3,941.13	100.00

PRINCIPAL SHOPPING DISTRICT
CASH FLOW
FOR THE MONTH OF JUNE 2022

	<u>DESCRIPTION</u>	<u>PROJECTED</u>	<u>ACTUAL</u>	<u>VARIANCE</u>
	BEGINNING CASH BALANCE	\$ 1,106,776	\$ 1,106,776	\$ -
	CASH RECEIPTS:			
	Special Assessments	-	3,117	3,117
	Interest Income	1,310	93	(1,217)
	Gift Certificates	-	-	-
	Advisory Parking Committee	-	5,940	5,940
	Special Event Revenue	<u>2,000</u>	<u>5,535</u>	<u>3,535</u>
	Sub-total cash receipts	3,310	14,685	11,375
	CASH DISBURSEMENTS:			
	OFFICE DISBURSEMENTS			
	PSD Personnel Costs	25,445	24,770	675
727.0000	Postage	600	-	600
729.0000	Supplies	280	104	176
801.0200	Legal	250	1,436	(1,186)
802.0100	Audit	-	-	-
811.0000	Other Contractual Service	2,000	100	1,900
933.0200	Equipment Maintenance	300	397	(97)
851.0000	Telephone	150	139	11
955.0100	Training	90	-	90
955.0300	Memberships & Dues	-	-	-
955.0400	Conferences & Workshops	100	-	100
942.0000	Computer Equipment Rental	1,969	1,968	1
957.0400	Liability Insurance	375	375	-
944.0000	Building Rent	1,000	1,000	-
962.0000	Miscellaneous	<u>-</u>	<u>35,997</u>	<u>(35,997)</u>
	Sub-total Office Disbursements	32,559	66,286	(33,727)
	PROGRAM DISBURSEMENTS			
	DPS Downtown Maintenance	22,720	20,434	2,286
	Promotion Personnel Costs	2,320	2,682	(362)
828.0300	Valet Services	-	-	-
829.0100	Snow Removal	-	-	-
935.0200	Maintenance PSD	8,000	6,650	1,350
901.0400	Marketing & Advertising	15,000	16,395	(1,395)
901.0500	Public Relations	1,000	5,500	(4,500)
903.0000	Tenant Recruitment	8,370	4,070	4,300
909.0000	Special Events	8,000	6,746	1,254
904.0000	PSD Magazine	-	-	-
829.0200	Web Site Maintenance	<u>-</u>	<u>1,108</u>	<u>(1,108)</u>
	Sub-total Program Disbursements	<u>65,410</u>	<u>63,585</u>	<u>1,825</u>
	Total Disbursements	97,969	129,871	(31,902)
	INCREASE (DECREASE) IN CASH BALANCE	<u>(94,659)</u>	<u>(115,186)</u>	<u>(20,527)</u>
	ENDING CASH BALANCE	<u>\$ 1,012,117</u>	<u>\$ 991,590</u>	<u>\$ (20,527)</u>

Note:

Cash balance may change due to end of fiscal year transactions.

PRINCIPAL SHOPPING DISTRICT
ACTUAL CASH FLOW
FOR THE TWELVE MONTHS ENDED JUNE 2022

	DESCRIPTION	PROJECTED	ACTUAL	VARIANCE
	BEGINNING CASH BALANCE	\$ 961,786	\$ 961,786	\$ -
	CASH RECEIPTS:			
	Special Assessments	1,054,970	1,029,168	(25,802)
	Interest Income	13,700	4,693	(9,007)
	Gift Certificates	-	150	150
	Advisory Parking Committee	25,000	5,940	(19,060)
	Special Event Revenue	<u>100,000</u>	<u>207,627</u>	<u>107,627</u>
	Sub-total cash receipts	1,193,670	1,247,578	53,908
	CASH DISBURSEMENTS:			
	OFFICE DISBURSEMENTS			
	PSD Personnel Costs	329,670	295,532	34,138
727.0000	Postage	3,000	887	2,113
729.0000	Supplies	3,500	1,021	2,479
801.0200	Legal	3,000	4,126	(1,126)
802.0100	Audit	760	767	(7)
811.0000	Other Contractual Service	2,000	1,774	226
933.0200	Equipment Maintenance	1,200	1,093	107
851.0000	Telephone	1,750	1,627	123
955.0100	Training	1,000	-	1,000
955.0300	Memberships & Dues	1,600	3,083	(1,483)
955.0400	Conferences & Workshops	3,000	1,176	1,824
942.0000	Computer Equipment Rental	23,620	23,616	4
957.0400	Liability Insurance	4,500	4,500	-
944.0000	Building Rent	12,000	12,000	-
962.0000	Miscellaneous	<u>-</u>	<u>36,010</u>	<u>(36,010)</u>
	Sub-total Office Disbursements	390,600	387,212	3,388
	PROGRAM DISBURSEMENTS			
	DPS Downtown Maintenance	172,970	170,078	2,892
	Promotion Personnel Costs	30,660	23,653	7,007
828.0300	Valet Services	15,000	-	15,000
829.0100	Snow Removal	59,000	64,200	(5,200)
935.0200	Maintenance PSD	70,000	44,055	25,945
901.0400	Marketing & Advertising	150,000	171,885	(21,885)
901.0500	Public Relations	10,000	10,260	(260)
903.0000	Tenant Recruitment	100,000	98,600	1,400
909.0000	Special Events	200,000	199,817	183
904.0000	PSD Magazine	60,000	37,680	22,320
829.0200	Web Site Maintenance	<u>10,000</u>	<u>10,334</u>	<u>(334)</u>
	Sub-total Program Disbursements	877,630	830,562	47,068
	Total Disbursements	1,268,230	1,217,774	50,456
	INCREASE (DECREASE) IN CASH BALANCE	<u>(74,560)</u>	<u>29,804</u>	<u>104,364</u>
	ENDING CASH BALANCE	<u>\$ 887,226</u>	<u>\$ 991,590</u>	<u>\$ 104,364</u>

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

DESCRIPTION	ACTUAL												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	862,415	1,215,425	1,186,740	1,106,776	961,786
CASH RECEIPTS:													
2020 Assessment	19,313	45,855	-	1,798	-	-	-	-	-	-	-	-	66,966
2021 Assessment	-	-	-	-	-	-	146,894	380,239	430,522	1,430	-	3,117	962,202
Special Assessments	19,313	45,855	-	1,798	-	-	146,894	380,239	430,522	1,430	-	3,117	1,029,168
Interest Income	(81)	750	282	414	244	811	407	327	983	325	138	93	4,693
Gift Certificates	150	-	-	-	-	-	-	-	-	-	-	-	150
Advisory Parking Committee	-	-	-	-	-	-	-	-	-	-	-	5,940	5,940
Special Event Revenue	7,062	13,190	3,520	64,210	35,061	12,280	20,790	915	8,758	28,794	7,512	5,535	207,627
Sub-total cash receipts	26,444	59,795	3,802	66,422	35,305	13,091	168,091	381,481	440,263	30,549	7,650	14,685	1,247,578
CASH DISBURSEMENTS:													
OFFICE DISBURSEMENTS													
PSD Personnel Costs	32,749	22,606	24,764	20,926	21,225	36,903	21,151	23,122	23,280	22,831	21,205	24,770	295,532
727.00 Postage	-	-	-	-	-	-	-	887	-	-	-	-	887
729.00 Supplies	10	77	201	38	51	107	(89)	92	259	145	26	104	1,021
801.02 Legal	-	495	520	396	421	-	-	487	91	280	-	1,436	4,126
802.01 Audit	-	-	115	357	242	53	-	-	-	-	-	-	767
811.00 Other Contractual Service	-	200	100	100	162	100	612	100	100	100	100	100	1,774
933.02 Equipment Maintenance	54	-	-	155	-	-	226	-	-	261	-	397	1,093
851.00 Telephone	90	140	90	90	279	130	130	130	130	140	139	139	1,627
955.01 Training	-	-	-	-	-	-	-	-	-	-	-	-	-
955.03 Memberships & Dues	-	40	490	825	305	-	130	129	247	542	375	-	3,083
955.04 Conferences & Workshops	-	-	550	-	210	33	-	-	383	-	-	-	1,176
942.00 Computer Equipment Rental	1,968	1,968	1,968	1,968	1,968	1,968	1,968	1,968	1,968	1,968	1,968	1,968	23,616
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	-	-	-	35,997	36,010
Sub-total Office Disbursements	36,246	26,901	30,173	26,230	26,238	40,669	25,503	28,303	27,833	27,642	25,188	66,286	387,212
PROGRAM DISBURSEMENTS													
DPS Downtown Maintenance	22,525	16,131	19,102	14,441	10,309	15,698	9,540	8,980	9,633	9,993	13,292	20,434	170,078
Promotion Personnel Costs	2,554	1,726	1,726	1,726	1,726	2,662	1,788	1,788	1,699	1,788	1,788	2,682	23,653
828.03 Valet Services	-	-	-	-	-	-	-	-	-	-	-	-	-
829.01 Snow Removal	-	-	-	-	10,700	10,700	10,700	10,700	10,700	10,700	-	-	64,200
935.02 Maintenance PSD	-	16,422	638	2,146	2,145	6,461	-	6,889	754	1,950	-	6,650	44,055
901.04 Marketing & Advertising	-	10,583	13,119	1,250	5,725	13,774	24,226	33,112	8,491	3,306	41,904	16,395	171,885
901.05 Public Relations	-	1,500	-	245	-	-	1,500	517	414	-	584	5,500	10,260
903.00 Tenant Recruitment	-	11,026	17,278	14,433	3,198	4,876	8,463	23,723	10,566	70	897	4,070	98,600
909.00 Special Events	15,960	9,549	18,941	26,209	49,509	18,469	32,501	1,099	16,263	1,717	2,854	6,746	199,817
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	900	2,068	1,107	1,108	10,334
Sub-total Program Disbursements	41,039	68,172	71,332	61,038	101,312	89,695	89,755	91,196	59,420	31,592	62,426	63,585	830,562
Total Disbursements	77,285	95,073	101,505	87,268	127,550	130,364	115,258	119,499	87,253	59,234	87,614	129,871	1,217,774
INCREASE (DECREASE) IN CASH BALANCE	(50,841)	(35,278)	(97,703)	(20,846)	(92,245)	(117,273)	52,833	261,982	353,010	(28,685)	(79,964)	(115,186)	29,804
ENDING CASH BALANCE	910,945	875,667	777,964	757,118	664,873	547,600	600,433	862,415	1,215,425	1,186,740	1,106,776	991,590	991,590



Birmingham Shopping District
Meeting Date: 06/02/2022
151 Martin Street
Birmingham, MI 48009
248-530-1200
ALLINBirmingham.com

MEMORANDUM

DATE: July 29, 2022
TO: Birmingham Shopping District Board
FROM: Jana Ecker, Interim Executive Director
SUBJECT: Executive Director's Report

Wayfinding and Gateway Signage Committee

As previously advised, the Wayfinding Committee has been tasked with slowly rolling out the new City logo, and reviewing all applications to ensure a consistent branding image. In addition, the committee is working to develop a comprehensive Style Guide to ensure consistent branding. The style guide includes approved primary, secondary and tertiary colors and fonts for use in all City communications, from the website, to signage, to newsletters etc. The committee was advised of the BSD's new color selections, and plans to incorporate these into the color palette in the style guide. The committee is awaiting input and guidance from the BSD on an updated logo to ensure it is complementary to the City logo and to ensure clear and consistent messaging.

At the Marketing Committee meeting on July 20, 2022, the committee discussed ideas for utilizing the City's new logo with modifications for the BSD logo and potentially some of the BSD's special events. The committee is also finalizing recommendations for the BSD print colors, and will review several color and logo modification alternatives at their August meeting. An update on the BSD logo discussions will be forwarded to the Wayfinding Committee of the City at their August meeting as well. The goal of the Marketing Committee is to bring back final logo, color and font recommendations to the BSD board at the September board meeting.

Merchants Meeting

A merchant meeting was held on Wednesday, June 15, 2022 at 9:00 a.m. at United on Woodward. The meeting was well attended by BSD merchants. Updates were provided to the merchants regarding the S. Old Woodward construction project, public parking opportunities and promotional events during construction. An update was also provided on upcoming special events in the downtown this summer. Several merchants discussed concerns about noise on Old Woodward, primarily from revving engines, speeding and the use of car stereos. All concerns were passed along to the Birmingham Police for follow up. A special thank you to United on Woodward for welcoming our group into their store, and generously providing pastries and beverages.

The next merchant meeting is planned to be held on August 10, 2022 at West Elm Furniture at 9:00 a.m.

S. Old Woodward Construction Project Status

Construction on the Phase 3 – S. Old Woodward project is proceeding on schedule, and above grade improvements are starting to take shape. The contractor has started placing concrete for the parking lanes along the east side of South Old Woodward (south of Bowers), and has placed concrete for portions of the intersections at Bowers and at Haynes. Concrete is expected to be placed during the first week of August for the northbound traffic lane, south of Bowers. Over the next month, placement of the main lane concrete for the northbound lane and parking areas are expected to continue for the east side of the road. Sidewalk concrete will follow later in the month as the contractor will be completing water and sewer work north of Hazel Street. The S. Old Woodward construction project is expected to be substantially complete by the end of October 2022.

Birmingham Bucks Update

A construction promotion offering Birmingham Bucks was open June 1 – 30, 2022 to promote sales within the S. Old Woodward construction area. During the month of June, there were 12 individual submissions from customers shopping in the construction zone. A total of \$11,737.85 in sales receipts were submitted, and a total of \$840

The Summer Bucks promotion offering Birmingham Bucks was open June 24-26, 2022. A total of 77 submissions were received from customers shopping throughout the entire BSD. A total of \$46,398.96 in sales receipts were submitted, and a total of \$3,380 in Birmingham Bucks were distributed based on purchases made at eligible retailers.

A second construction promotion offering Birmingham Bucks was open July 1 – 31, 2022 to promote sales within the S. Old Woodward construction area. During the month of July, there were 5 submissions from customers shopping in the construction zone. A total of \$3,600.00 in sales receipts were submitted, and a total of \$240 in Birmingham Bucks were distributed based on purchases made at eligible retailers.

Purchasing Guidelines

Please find attached the City's purchasing guidelines for your review. These guidelines are applicable to all BSD purchases, as the BSD is essentially an entity/department of the City. The BSD is funded through a special assessment levied by the City, the BSD's appointed Executive Director takes daily directives from the City Manager, and the BSD's budget is required to be prepared as and contain the information required of municipal departments, in addition to being approved by the City Commission each fiscal year.

Executive Director Recruitment Update

A total of 33 applications were received for the BSD Executive Director position. The top 5 candidates are all scheduled for interviews with the City's HR Department, myself and the chairpersons of each of the BSD committees. The interviews are scheduled to be 45 – 60 minutes in length. Evaluations will be completed by each member of the selection panel, and a ranking of candidates will be made. It is expected that one or more candidates will be eliminated, and the remaining candidates will be scheduled for a second round of interviews in August. Once the top candidate has been selected by the selection panel, a background check of the preferred candidate will be conducted. The selection panel expects to have a hiring recommendation for the full BSD board at the September meeting.

**City of Birmingham
Purchasing Guidelines**

I. Purpose of Guidelines.

These guidelines have been prepared to provide standardized policies and procedures for the purchase of supplies and contractual services by the City. The guidelines also define the responsibilities of both the Purchasing Agent and the operating departments regarding the purchase and/or sale of goods. These guidelines are to be followed for the purchase of supplies and contractual services (as defined in the City Code, Title I, Chapter 7, Section 1.192):

Supplies -- all supplies, materials and equipment, but excluding land or any interest in land.

Contractual Services -- the rental, repair or maintenance of equipment, machinery and other City-owned property. It does not include professional, insurance, personal services or other contractual services which are in their nature unique.

II. General Policies.

- A. Comply with the City of Birmingham Charter and the City Code as it pertains to Purchasing. Specific references are:
 - 1. Charter, Chapter VI, Sections 1, 4 & 5
 - 2. Charter, Chapter II, Section 2, paragraph 2
 - 3. Charter, Chapter VII, Section 3(h)
 - 4. City Code, Title 1, Chapter 7
- B. Obtain from responsible vendors sufficiently high quality goods for the lowest possible price.
- C. Implement purchasing procedures which will facilitate the purchase of and payment for goods yet will provide sufficient internal controls.
- D. Provide departments with timely financial reports for purposes of budgetary controls. Order goods only if funds have been appropriated by City Commission.
- E. Purchase in quantity when practical in order to obtain discounts and minimize paper flow throughout the year.
- F. Purchase recycled materials when practical.

- G. Encourage competitive bidding among vendors; however, the City reserves the right to reject any or all bids or quotes and need not purchase from the lowest bidder.
- H. Issue purchase orders for all capital outlay and/or large ticket items which exceed ~~\$500~~ **\$2,500**.
- I. Orders shall not be artificially subdivided in order to avoid complying with the bidding requirements.

III. Responsibilities of the Purchasing Agent.

- A. Oversee the entire purchasing operation.
- B. Monitor the purchase of supplies and contracted services as well as the disposal of obsolete or surplus fixed assets.
- C. Place orders less than \$6,000.
- D. Assist departments with their purchasing needs and ensure that proper purchasing procedures are being followed.
- E. Examine each requisition for purchase order and each requisition for payment to ensure that requests have been properly documented and authorized, that budgeted funds are available and that the account number classification is correct.
- F. Seek competitive, sealed bids as required by the purchasing ordinance and assist departments with invitations for bids as needed.

IV. Responsibilities of Operating Departments.

- A. Be familiar with and abide by the legal requirements for Purchasing as specified in General Policies (II-1).
- B. Obtain price quotes from at least three (3) vendors when the purchase exceeds ~~\$1,000~~ **\$2,500** but is less than \$6,000, or document reason for not obtaining price quote.
- C. Obtain price quotes for purchases under ~~\$1,000~~ **\$2,500** when practical.
- D. Prepare a request for purchase order for the following:

1. Orders for non-capital items which exceed ~~\$500~~ **\$2,500**.
 2. Orders for capital outlay which exceed ~~\$500~~ **\$2,500**.
 3. Blanket orders when requested or required.
- E. Prepare a request for payment for:
1. Any items ordered directly.
 2. Any invoices received by the department for which a purchase order had not been prepared.
- F. Maintain a current bidders list and/or use the Michigan Intergovernmental Trade Network (MITN) vendor data base as the current bidders list.

V. Purchasing Policies Under \$6,000.

- A. Legal requirements.
1. Only the City Manager, Purchasing Agent or Department Heads are authorized to approve purchases from \$1 to \$6,000.
 2. Budgeted funds must be available prior to placing the order.
- B. City policy.
1. Blanket orders -- Blanket orders are to be issued as requested at the beginning of the fiscal year to those vendors from whom we purchase minor supply items repeatedly throughout the year. Blanket orders will not be encumbered against departmental budgets but will be expensed as payments are made.
 2. Orders for capital outlay -- Purchase orders are to be issued for all capital outlay items exceeding ~~\$500~~ **\$2,500**.
 3. Other orders -- Purchase orders are to be issued when required by the vendor and/or the amount of the order exceeds ~~\$500~~ **\$2,500**.
- C. Procedures.
1. Blanket orders.

- a. Upon the request of the Purchasing Agent, user department head or vendor, departments are to prepare approved requests for blanket purchase orders for approved vendors from whom they will be purchasing small repetitive items or services throughout the fiscal year and from whom items or services need to be acquired quickly in order to maintain operating efficiency. On the request, the department should list all funds and activities (e.g., 101-1008-708, 585-2518-942) which may be used under this blanket order. It is not necessary to specify the individual expenditure accounts.
- b. The estimated annual expenditure per vendor should be specified on the request for purchase.
- c. Blanket orders may not be used for any items properly chargeable to capital outlay accounts or for individual items in excess of \$100 with the exception of items bid on a per unit basis and purchased as needed, such as salt, gasoline, slag, top soil, etc.
- d. As items are received against the blanket order, the packing slip or delivery ticket should be initialed by an authorized supervisor, the proper account number should be indicated and the payment should be entered by the receiving department as a direct pay into ~~HTE~~ **BS&A** per established procedures.

2. Orders for Capital.

- a. Any order for capital outlay which exceeds ~~\$500~~ **\$2,500** but is less than \$6,000 shall be placed via purchase order.
- b. A Requisition for Purchase Order should be prepared after having obtained quotations from at least three (3) vendors and after having determined the lowest responsible bidder. In selecting the lowest responsible bidder, the Department Head should consider the standards set forth in the Purchasing Ordinance, Chapter 7, Title 1, Section 1.193 (1) (a) (vii).
- c. Purchase orders are normally issued every day ~~except on Fridays~~. Therefore, Requisitions for Purchase Orders may be entered into the system at any time by the requesting

department(s). ~~If a Purchase Order is needed on a Friday, individual arrangements should be made with the Purchasing Agent or Purchasing Clerk.~~ The receiving/department copy of the Purchase Order will be delivered to the requesting department once the Purchase Order has been prepared.

- d. Vendors will be instructed to send invoices directly to the department for which the goods are being ordered.
- e. When the order and invoice are received, the invoice should be initialed, dated and forwarded to Purchasing, with any packing slip(s) attached. The Purchase Order number should be noted on the invoice. This document gives Purchasing the authority to pay the invoice.

3. All Other Orders.

- a. Orders which are not for capital outlay and which do not exceed ~~\$500~~ **\$2,500** may be placed directly by departments without the need for a Purchase Order. Vendors should be instructed to send invoices directly to the department placing the order.
- b. Whenever practical, quotations should be obtained from at least three (3) vendors and the order placed with the lowest responsible bidder in consideration of the standards set forth in the Purchasing Ordinance Chapter 7, Title 1, Section 1.192 (1)(a)(vii).
- c. When the order and invoice have been received, the payment should be entered by the receiving department as a direct pay into HTE per established procedures.

- 4. If order forms, registration forms or other types of paperwork are to be sent to the vendor along with the payment, these items, *along with one copy of each*, should be attached to the payment's supporting documentation.

VI. Purchases Over \$6,000.

A. Legal Requirements.

- 1. All contracts for purchases which exceed \$6,000 must be approved by

City Commission after the competitive bidding process has been completed.

2. Competitive bidding need not be conducted under the following circumstances:
 - a. Competitive bidding need not be conducted for purchases greater than \$6,000 but less than \$12,000 if 5/7 of City Commission members vote to dispense with this process.
 - b. A contract may be awarded by the City Commission for the purchasing of supplies and/or contractual services without submitting the purchase through the competitive bidding process as set forth herein when there is only a sole-source for the purchase and the requesting department head has provided reasonable justification to the city manager in writing that circumstances exist that preclude obtaining competition.
3. An invitation for bids must be publicized "no less than five (5) days preceding the last day set for the receipt of ... bids."
4. The invitation must include a general description of the supplies or services to be purchased. It must also state where bid forms and specifications may be obtained, when they must be filed and when the bids will be opened.
5. Bidders shall be instructed to submit sealed bids which are clearly identified as bids on the outside of the envelope.
6. Bids are to be opened publicly at the time, place and date specified in the invitation for bids.
7. Bids are to be recorded, tabulated and available for public inspection.
8. The Purchasing Agent or Department Head shall determine and recommend the name of the lowest responsible bidder based on the criteria established in the Ordinance.

B. City Policies.

1. Competitive Bidding

a. Invitation for bids

1. Invitations for bids are to be placed in suitable trade or other publications, and/or on acceptable e-procurement systems (such as the Michigan Intergovernmental Trade Network).
2. In addition, the Purchasing Agent or Department Head may solicit sealed bids from all persons who are on the most current "bidders" list by mailing them a copy of the public advertisement so as to acquaint them with the proposed purchase.
3. Invitations for bids sent to prospective bidders on the "bidders' list" shall be limited to commodities that are similar in character and ordinarily handled by the trade group to which the invitations are sent.

b. Bid opening

1. All bids received should be time-stamped and remain unopened until the date and hour of the bid opening.

c. Selection of Lowest Responsible Bidder

1. The City is not obligated to purchase from the lowest bidder. In addition, all bids may be rejected by City Commission if deemed to be in the best interests of the City.
2. All bidders, successful and unsuccessful, are to be notified of City Commission's decision.
3. Any bid bonds received from unsuccessful bidders are to be returned in a timely manner. Any deposits for specifications are to be returned upon receipt of the specifications.

2. Award of Contract

a. Formal written contract --

1. The City Attorney's review and approval is required for all formal written contracts.

b. Purchase order --

1. Follow procedures as specified in Section V, C2.

VII. Emergency Purchases.

- A. Legal Requirements -- Normal purchasing procedures may be circumvented only in the case of an emergency; that is, when there is "an apparent threat to the public safety, health or welfare of the City or its citizens."
- B. City Policy -- Emergency purchases may be made in accordance with the ordinance at the discretion of the City Manager.

VIII. Petty Cash Purchases.

- A. Legal Requirements -- The petty cash fund maintained by the Treasurer is to be used for the purchase of incidentals and may be authorized by Department Heads.
- B. City Policy -- Petty cash is to be used for non-repetitive items not exceeding \$50.
- C. Procedures
 1. Any cash removed from the fund must be replaced by a pre-numbered petty cash voucher accompanied by a receipt or invoice from the supplier of the item or service purchased.
 2. The receipt or invoice must detail the type and amount of the expenditure. The petty cash voucher must indicate the appropriate account number to which the purchase should be charged, and indicate the department head's approval.

3. Each department that has a petty cash fund must designate one person to have custody and responsibility for the fund. This responsibility includes balancing the fund daily; requesting reimbursement of the fund; and insuring the funds are at all times in a locked and safe location.
4. To insure accountability for each petty cash fund, the fund must be balanced daily. Therefore, the sum of all unused cash and petty cash vouchers should equal the total of the respective department's petty cash total. If the actual balance is ever different from the amount that should be in the fund, the Finance Department should be contacted immediately.
5. When requesting reimbursement of petty cash funds, the appropriate petty cash vouchers, along with supporting receipt, etc., must be submitted to the Treasurer's Office. This should be done at regular intervals to avoid running the fund too low. No reimbursements will be made without the required supporting documentation.

IX. Request for Manual Checks.

A. City Policy

1. Because manual checks are issued prior to City Commission approval, they are to be used only when absolutely necessary and are subject to approval by the Finance Director.

B. Procedures

1. Prepare a written request for payment that:
 - a. Is clearly marked "MANUAL CHECK."
 - b. Indicates the date the check is needed.
 - c. Includes all necessary information, including vendor name/number, account number, and the department head (or authorized designee's) signature.
2. Attach all supporting documentation.
3. Deliver to Purchasing Agent or Purchasing Clerk.

4. The check will be prepared upon approval of the Finance Director.
5. The check will be mailed or delivered immediately upon completion.

X. Purchase of Recycled Materials.

- A. City Policy -- City Commission recommended the purchase of recycled paper whenever possible at the meeting of May 23, 1988. Further, at its meeting of May 14, 1990, the City Commission passed a resolution whereby all attempts to purchase supplies, materials and equipment with recycled materials will be incorporated and aggressively pursued.

XI. Disposal of Obsolete, Worn or Surplus Supplies. Items determined to be of surplus nature, i.e., those items deemed of no further use to the city and/or which are obsolete or worn out, shall be subject to disposal in the following manner:

- A. An item with an original value of less than ~~FIVE HUNDRED DOLLARS (\$500)~~ **\$2,500** shall be disposed of by the best and most efficient means in the judgment of the using department and the finance department, taking into account such factors as storage and handling costs and advertising.
- B. An item with an original value of ~~FIVE HUNDRED DOLLARS (\$500)~~ **\$2,500** ~~TO SIX THOUSAND DOLLARS (\$6,000)~~ **to \$6,000** shall be disposed of in one of the following methods:
 1. Sale after obtaining informal quotes.
 2. Auction.
 3. Manufacturer trade in.
 4. By the best and most efficient means in the judgment of the using department and the finance department, taking into account such factors as storage and handling costs and advertising, with the approval of the city manager.
- C. An item with an original value in excess of ~~SIX THOUSAND DOLLARS (\$6,000)~~ **\$6,000** shall be disposed of in one of the following methods:
 1. Sale after obtaining formal quotes and going through the bid procedure.

2. Auction.
3. Manufacturer trade in.
4. By the best and most efficient means in the judgment of the using department and the finance department, taking into account such factors as storage and handling costs and advertising, with the approval of the city commission.

XI. Procurement for Federally Funded Projects

- A. City Policy – Purchases using federal grants shall conform to the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Grants as revised below.***
- B. Methods of Procurement – The City will use one of five methods of procurement when using federal funds: Micro-Purchase; Small Purchase; Sealed Bids; Competitive Proposal; Noncompetitive Proposal (Sole Source).***
- C. Micro-Purchase Method***
 - 1. Purchases less than \$2,500 can be made without soliciting quotes from qualified suppliers.***
 - 2. To the extent practicable, micro-purchases must be distributed equitably amongst qualified suppliers.***
- D. Small Purchase Method***
 - 1. Purchases between \$2,500 and \$6,000 requires quotations from at least 3 qualified sources.***
 - 2. If a Department Head chooses a supplier other than the lowest cost supplier, they must document the reasons for choosing the other supplier.***
 - 3. A purchase order must be created by the responsible department and the quotations and any other relevant***

documents attached.

E. Sealed Bids

- 1. Purchases \$6,000 or greater must use either sealed bid procurement or competitive proposal. Sealed bid is the “preferred method” for construction project funded with federal grant funds.**
- 2. Requests for bids must be publicly advertised using the MITN vendor database. Other publications that are widely distributed may be used in addition to MITN.**
- 3. The contract will be awarded to the lowest responsive and responsible bidder.**
- 4. Any or all bids may be rejected if there is a sound documented reason.**
- 5. Documentation of all the bids received and a bid table must be maintained by the responsible department for audit purposes. If the lowest bidder was not selected, the reasons for the non-selection must also be kept with the bids.**
- 6. In purchases exceeding the Simplified Acquisition Threshold (currently at \$150,000 and adjusted annually), the City must make an independent estimate of the cost of the procurement prior to receiving bids or proposals.**
- 7. The City must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where a cost analysis is performed.**

F. Competitive Proposal

- 1. Purchases \$6,000 or greater when the sealed bid method is not appropriate.**
- 2. Requests for bids must be publicly advertised using the MITN vendor database. Other publications that are widely distributed may be used in addition to MITN.**
- 3. Request for Proposals must include the evaluation factors and**

their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent possible.

- 4. A written method for conducting technical evaluations of the proposals and selecting of the supplier must be prepared before the receipt of proposals.***
- 5. Documentation of the evaluation factors, the technical review, and the selection of the proposal must be maintained by the responsible department for audit purposes.***
- 6. In purchases exceeding the Simplified Acquisition Threshold (currently at \$150,000 and adjusted annually), the City must make an independent estimate of the cost of the procurement prior to receiving bids or proposals.***
- 7. The City must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where a cost analysis is performed.***

G. Noncompetitive Proposals (Sole Source)

- 1. City may only use noncompetitive proposals if one or more of the following circumstances apply:***
 - a) The item is available only from one source;***
 - b) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;***
 - c) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the City;***

- d) *After solicitation of a number of sources, competition is determined inadequate.*
- 2. *Documentation of reason for procurement under noncompetitive proposals is crucial in preventing questioned costs. Therefore, all decisions under this procurement must be well documented and attached to a purchase order.*

H. Competition

- 1. *Policy – It shall be the policy of the City to encourage an open and competitive procurement process. This will be accomplished as follows:*
 - a) *Contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements.*
 - b) *No unreasonable requirements must be placed on firms in order for them to qualify to do business.*
 - c) *No unnecessary experience or excessive bonding requirements must be included in the bids/proposals.*
 - d) *Noncompetitive contracts to consultants that are on retainer contracts will not be made.*
 - e) *Brand names will not be used in bids unless “or equal product” is included and a description of the performance or other relevant requirement of the purchase is stated.*
 - f) *State or local geographical preferences will not be included in the evaluations of bids/proposals unless specifically allowed by Federal statute.*
 - g) *Bid advertisement must be placed in enough qualified sources as to ensure maximum open and free competition.*
- I. *Use of Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms.*

1. *The City must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus firms are used when possible.*
2. *If the City's contractor is using subcontractors, the contractor must also take steps to assure that minority businesses, women's business enterprises, and labor surplus firms are used when possible.*

J. Procurement of Recovered Materials

1. *The City and its contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition; where the purchase price of the item exceeds \$10,000.*

K. Bonding Requirements

1. *For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold (currently set at \$150,000 and adjusted annually), the minimum bonding requirements must be followed (unless a Federal awarding agency has granted a lower amount or waiver of some of the requirements):*
 - a) *A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, other negotiable instrument accompanying a bid.*
 - b) *A performance bond on the part of the contractor for 100 percent of the contract price.*
 - c) *A payment bond on the part of the contractor for 100 percent of the contract price.*

L. Other Contract Provisions

1. ***Contracts for more than the Simplified Acquisition Threshold (currently set at \$150,000 and adjusted annually), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.***
2. ***Contracts in excess of \$10,000 must address termination for cause and for convenience by the City including the manner by which it will be effected and the basis for settlement.***
3. ***Contracts that meet the definition of “federally assisted construction contract” under 41 CFR Part 60, must include the equal opportunity clause provided under 41 CFR 60-1.4(b).***
4. ***When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by the City must include a provision for compliance with the Davis-Bacon Act.***
5. ***A contract award must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM).***
6. ***Contractors that apply or bid for an award of \$100,000 or more must file the Byrd Anti-Lobbying Amendment required certification.***

M. Gifts, Rebates Prohibited; Conflict of Interest Prohibited

1. ***All officials and employees of the City are prohibited from soliciting, demanding, accepting or agreeing to accept directly or indirectly, from any person to which a contract might be awarded or is awarded any gift, offer of employment, rebate, money or anything of material value whatsoever, except where given for the sole use and benefit of the city.***
2. ***The City will not enter into a contract to furnish supplies or contractual services to the City from any city official, his or her spouse, child or parent, for from any corporation, association or partnership in which any city official, his or her spouse, child or parent, has any direct or indirect interest. Ownership of less than (1%) of the stock or other equity***

interest in a corporation or unincorporated business shall not be deemed to be a disqualifying interest. Employment by a business entity shall be deemed to be a disqualifying interest only if such employment is in an administrative, managerial or executive capacity in which the employee could in any way influence the decisions of the business entity with regard to contract proposals or other transactions contemplated by this section.

- 3. Every written contract entered into by the City shall contain a provision to the effect that if subsequent to entering into the contract a city official, has or her spouse, child or parent shall become directly or indirectly interested in the contract, the City shall have the right to terminate the contract without further liability if the disqualification has not been removed with thirty (30) days after the City has given notification of the disqualifying interest.***
- 4. Violation of any part of this section will result in disciplinary action as outlined in the City's Ethics Ordinance.***

Special Events Committee Meeting Minutes
151 Martin Street, Conference Rooms 202 & 203
June 10, 2022

Chairperson Astrein called the meeting to order at 8:35 a.m.

In Attendance: D. Fehan, Z. Kay, S. Lipari, B. Hussey

Staff: J. Brook, C. Galli, J. Ecker

Guests: C. Braun, S. Gwizdz

Absent: R. Astrein, A. Pohlod, J. Solomon, and K. Cummings

Public Comment:

Braun shared information about NEXT. She said that they reach an important part of Birmingham and the surrounding communities, the over 50 year olds.

Gwizdz let the committee know that they are working with the Daxton to see about holding their Big Band event at their location on October 20, 2022. She reported that Max Broock has committed to being a \$5,000 sponsor and they would like to have the BSD also commit to a \$5,000 sponsorship. She explained that possible tie-ins could include a fashion show during intermission, a Birmingham Bucks bounce back program, and/or having merchants sell event tickets at their stores.

Fehan added that he thinks that this sounds like a good event, but he would like to know more of the specifics of sponsorship benefits. Gwizdz and Braun said that they would put together some options and send information to Ecker for the committee to review and possibly recommend to the BSD board.

Approval of Minutes

Motion by Kay, seconded by Lipari to approve the May 13, 2022 Special Event Committee meeting minutes.

Yeas: D. Fehan, Z. Kay, S. Lipari, B. Hussey

Nay: none

Absent: R. Astrein, A. Pohlod, J. Solomon, and K. Cummings

Painting the barricades:

Ecker shared that, although they were supposed to use wood barricades in the S. Old Woodward construction area, the contractor had to make a change and would instead be using snow fencing as the sewers are too close to the barricades.

The committee discussed possible ways to have a paint the barricades contest and the challenges that would need to be overcome in order to do so. The committee all agreed that, due to the change in the material being used for the barricades it did not make sense to move forward with a contest.

Day on the Town:

Brook advised that approximately 30 merchants have registered to participate to date. She proposed the idea of having the BBAC provide chalk artists to draw 3D designs in one or two designated locations. All committee members present were in favor of including the chalk drawings.

Kay suggested sending an email to all BSD restaurants asking them to participate in Day on the Town.

Art Walk:

Brook reported that she and Ecker met with VanGelderren to discuss working with the BBAC to hold an Art Walk in the fall. This is tentatively scheduled for Thursday, October 13, 2022 from 5-7 p.m. Committee members expressed concern that ending at 7 p.m. would be too early. Brook will follow-up with VanGelderren to see if artists would be willing to stay until 8 p.m.

The committee would like to ask the BSD Board of Directors to approve adding an Art Walk to the fall schedule of events.

Meeting adjourned at 9:43 a.m.

NEXT MEETING: Friday, August 12, 2022 at 8:30 a.m.

Marketing and Advertising Committee Meeting Minutes
151 Martin Street, Conference Room 203
June 16, 2022

Chairperson Pohlod called the meeting to order at 8:38 a.m.

In Attendance: A. Pohlod (Chairperson), Z. Kay, J. Ecker, E. Bassett

Absent: J. Lundberg, S. Eid

Approval of Minutes:

Motion: Motion by Z. Kay, seconded by A. Pohlod to approve the minutes dated May 19, 2022.

Vote: Yeas: A. Pohlod (Chairperson), Z. Kay

Nays: none

Absent: J. Lundberg, S. Eid

Public Comment: There was no public comment.

Social Media Impact Report: The Committee reviewed social media and website analytics from mid-May through mid-June. Month over month reach on Facebook and Instagram was up 33% and 43%, respectively, due to ongoing spring advertising campaigns. Social media focus for mid-June – mid-July includes the summer events video campaign, Day on the Town video campaign, district events, South Old Woodward Avenue business profiles and general shopping and dining. The Committee discussed revising the current report to include data for each month with year-over-year and month-over-month comparisons. The Committee also discussed creating a quarterly report to show overall social media trends. Staff to create a draft to present at the next Committee meeting.

Day on the Town Advertising: The Committee recommended approval of the revised Day on the Town video to include the 2022 event date. Print, digital and social media advertising for Day on the Town will begin late-June/early-July.

Fall Fashion Discussion: The Committee discussed not creating a fall fashion insert and/or video this year. The Committee would like to use those resources to create a fashion spread as part of a larger holiday gift guide or supplemental insert to be circulated prior to the holiday.

South Old Woodward Reconstruction Phase 3 – Birmingham Bucks Campaign: Staff reported that a few Birmingham Bucks submissions have been received as of the Committee meeting date, for redemption for the *Phase 1 - June 1-30 Promotion: Retailers and Restaurants within the Affected Zone*. Staff advised that the advertising for the *Summer Bucks District-wide Promotion, June 24-26* is underway.

1. Phase 2

- a. **July 1 – August 31 (Promotional Cap \$5,000). Retailers and Restaurants within the Affected Zone.** Shoppers can earn \$10 in promotional Birmingham

Bucks E-Gift Cards for every \$100 spent at retail and restaurant businesses within the affected zone (from Brown Street to Lincoln Street). Each recipient is eligible to earn a maximum of \$100 in promotional Birmingham Bucks E-Gift Cards each month. Current Birmingham Bucks E-Gift Card program rules apply. Marketing materials and program information will be provided to participating businesses. Promotional Birmingham Bucks E-Gift cards will expire September 30.

- b. **Fall Bucks Promotion, Saturday, September 17 – Saturday, September 23 (Promotional Cap \$20,000). All Eligible BSD Businesses District-wide:** The Committee recommends the BSD Board approve the following district-wide Fall Bucks Promotion, open to all eligible BSD businesses. Shoppers can earn \$10 in promotional Birmingham Bucks E-Gift Cards for every \$100 spent at all eligible businesses within the BSD. Each recipient is eligible to earn a maximum of \$100 in promotional Birmingham Bucks E-Gift Cards during the promotion. Current Birmingham Bucks E-Gift Card program rules apply. The BSD will advertise this promotion. Promotional Birmingham Bucks E-Gift cards will expire October 31.

Logo Revision Discussion: The Committee will discuss the creation of a new BSD logo at the next meeting. The new City of Birmingham logo will be used as a guide for the discussion. The BSD intends to keep its current website color palette; fonts are undecided.

Other Business:

1. South Old Woodward Avenue Phase 3 Signage: Staff provided an update on current signage in place within and surrounding the construction area to include:
 - a. Pierce and Peabody Parking Structure banners
 - b. *Business Open* and *Pedestrian Crosswalk* signs at the corners of Brown Street and South Old Woodward Avenue
 - c. Pedestrian Wayfinding signs near Haynes Street and Daines Street
 - d. Parking Wayfinding signs along Woodward Avenue near Bowers Street, Haynes Street and near the 555 Public Parking garage
 - e. Parking Wayfinding signs along South Old Woodward Avenue near the former Don Thomas lot. Parking signs within the lot were modified to include the 2-hour parking information.
2. Thrive Publication: The Committee recommended approval for advertising in the Birmingham Bloomfield Chamber of Commerce's Thrive publication.
3. General videos: The Committee discussed producing two general Birmingham videos in the future, as part of the current SEEN Media contract, for fall/winter and spring/summer. These videos will not focus on specific events, but rather the general feel of downtown Birmingham and are intended to be used for multiple years.
4. Recruitment for the Marketing Committee: The Committee would like to recruit additional members. Staff will send an e-blast communication to BSD businesses and promote to residents.

5. Business Feedback: The Committee requested BSD staff make in-person contact with businesses within the South Old Woodward Avenue construction zone sometime over the next few weeks.
6. Website Continuous Improvement: The Committee will discuss website updates at a future meeting (after progress has been made on a new logo).

Meeting adjourned at 9:53 a.m.

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

DRAFT

Marketing and Advertising Committee Meeting Minutes
151 Martin Street, Conference Room 202
July 20, 2022

Chairperson Pohlod called the meeting to order at 8:41 a.m.

In Attendance: A. Pohlod (Chairperson), Z. Kay, S. Eid, E. Bassett, D. Fehan

Absent: J. Lundberg, J. Ecker

Approval of Minutes:

Motion: Motion by Z. Kay, seconded by S. Eid to approve the minutes dated June 16, 2022.

Vote: Yeas: Kay, Eid, Pohlod, Fehan

Nays: None

Absent: J. Lundberg

Public Comment: There was no public comment.

Social Media Impact Report:

The Committee reviewed social media and website analytics from mid-June through mid-July. Month over month reach on Facebook and Instagram was down 0.7% and 13.7%, respectively. Social media focus for mid-July – mid-August includes the summer video campaign, district events, South Old Woodward Avenue business profiles and general shopping and dining.

Bassett recommended the Committee consider using a professional agency to prepare a website and social media analytics report for the Committee's use in tracking progress and developing action items. Bassett to request quotes from Miles and other vendors.

South Old Woodward Reconstruction Birmingham Bucks Campaign:

Bassett reported that Phase 1 of the South Old Woodward Birmingham Bucks promotion is complete and results are as follows. Bassett reported the June promotional incentive was lower than in past promotions, which could have contributed to reduced claims during the June period.

1. Phase 1 (Complete)

a. June 1-30 Promotion: Retailers and Restaurants within the Affected Zone

- 12 submissions, \$11,737.85 in sales receipts, \$840 in BB distributed

b. Summer Birmingham Bucks District-wide Promotion, June 24 - 26

- 77 submissions, \$46,398.96 in sales receipts, \$3,380 in BB distributed

Bassett reported that the Phase 2: July 1 – August 30 Birmingham Bucks promotion is currently in progress. The Committee discussed maintaining the current incentive structure and extending the promotional period for the upcoming Fall Bucks promotion.

1. Phase 2 (In Progress)

- a. July 1 – August 31 (Promotional Cap \$5,000). Retailers and Restaurants within the Affected Zone.** Shoppers can earn \$10 in promotional Birmingham

Bucks E-Gift Cards for every \$100 spent at retail and restaurant businesses within the affected zone (from Brown Street to Lincoln Street). Each recipient is eligible to earn a maximum of \$100 in promotional Birmingham Bucks E-Gift Cards each month. Current Birmingham Bucks E-Gift Card program rules apply. Marketing materials and program information will be provided to participating businesses. Promotional Birmingham Bucks E-Gift cards expire September 30.

- b. **Fall Bucks Promotion, (Promotional Cap \$20,000). All Eligible BSD Businesses.** Shoppers can earn \$10 in promotional Birmingham Bucks E-Gift Cards for every \$100 spent at all eligible businesses within the BSD. Each recipient is eligible to earn a maximum of \$100 in promotional Birmingham Bucks E-Gift Cards during the promotion. Current Birmingham Bucks E-Gift Card program rules apply. The BSD will advertise this promotion. Promotional Birmingham Bucks E-Gift cards expire October 31.
 - i. **Original Dates: Saturday, September 17 – Saturday, September 23:**
The Committee recommends the BSD Board approve the following district-wide Fall Bucks Promotion, open to all eligible BSD businesses.
 - ii. **Recommended Dates: Thursday, September 15 – Sunday, September 24.**

Logo Revision Discussion:

The Committee reviewed current BSD branding and the new City of Birmingham logo. Bassett asked the Committee if they wanted to wait for the hire of a new Executive Director or consult with a branding professional/firm prior to making any branding changes. The Committee agreed to continue with the current timeline and consult with a brand professional/firm on an as-needed basis.

1. **Color Selection:** The Committee reviewed proposed Pantone (print) colors to match the five digital colors selected during the 2021 website redesign. The Committee approved the following colors: Astral Teal/Pantone 5473 and Aqua/Pantone 2460. The Committee would like to view Blue Charcoal/Pantone 539 and alternate Pantone 648, as well as Bright Red/Pantone Warm Red and alternate Pantone 032 in a logo application before making a final selection. The Committee requested additional darker grey color options. Staff to present requested materials at the August 18 Committee meeting.
2. **Logo:** The Committee discussed modifying new City of Birmingham logo versions 3 and 6 to include the selected BSD color palette and with “SHOPPING DISTRICT” replacing “A WALKABLE CITY” in the tagline. The Committee discussed potentially further modifying the logo, potentially replacing the statue icon with individual event-branded icons. Bassett mentioned that logo modifications would likely need approval from the Wayfinding Committee. The Committee requested staff prepare various versions of the logo for discussion at the August 18 Committee meeting.

NEXT MEETING: Thursday, August 18 at 8:30 a.m.



APPLICATION FOR BIRMINGHAM SHOPPING DISTRICT COMMITTEE

Thank you for your interest in serving on a Birmingham Shopping District (BSD) Committee. The purpose of this form is to provide the BSD Board with basic information about applicants considered for appointment. The information included on this form is open to the public. All Board and Committee members are subject to the provisions of the Ethics Ordinance (Chapter 2, Article IX of the City Code).

Information on various committees can be found on the BSD website at
https://www.allinbirmingham.com/about/bsd_committees

(Please print clearly)

Committee of Interest Marketing & Advertising Committee and
Special Events Committee
Name Cynthia Fenner Phone 248 875 5744
Residential Address 674 N. Main St apt 103 48307 Email cynthiamfenner@
yahoo.com
Business Address 268 West Maple 48009 Occupation manager at
St Croix

Reason for Interest: Explain how your background and skills will enhance the committee to which you have applied

I bring a great deal of enthusiasm willingness
to work and the ability to be a part of a
progressive team.

List your related employment experience I have primarily had
administrative and management positions

List your related community activities I am a member of the
Birmingham Chamber of Commerce.

List your related educational experience associates degree in
Liberal Arts

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham or Birmingham Shopping District from which you or they derive direct compensation or financial benefit? If yes, please explain:

no

Cynthia Fenner
Signature of Applicant

6-17-22
Date



Birmingham Shopping District
Meeting Date: 03/03/2022
151 Martin Street
Birmingham, MI 48009
248-530-1200
ALLINBirmingham.com

MEMORANDUM

DATE: July 21, 2022
TO: BSD Board of Directors
FROM: Jana Ecker, Interim Executive Director
SUBJECT: September Birmingham Bucks Promotion

The Marketing and Advertising Committee developed a Birmingham Bucks program with two phases intended to support businesses impacted by the South Old Woodward Avenue Reconstruction Phase 3 project. Phase 1 of the program is complete. Phase 2 includes:

July 1 – August 31 (Promotional Cap \$5,000). Retailers and Restaurants within the Affected Zone. Shoppers can earn \$10 in promotional Birmingham Bucks E-Gift Cards for every \$100 spent at retail and restaurant businesses within the affected zone (from Brown Street to Lincoln Street). Each recipient is eligible to earn a maximum of \$100 in promotional Birmingham Bucks E-Gift Cards each month. Promotional Birmingham Bucks E-Gift cards expire September 30.

September 17 – September 23: Fall Bucks Promotion (Promotional Cap \$20,000). All Eligible BSD Businesses. Shoppers can earn \$10 in promotional Birmingham Bucks E-Gift Cards for every \$100 spent at all eligible businesses within the BSD. Each recipient is eligible to earn a maximum of \$100 in promotional Birmingham Bucks E-Gift Cards during the promotion. Current Birmingham Bucks E-Gift Card program rules apply. Promotional Birmingham Bucks E-Gift cards expire October 31.

Suggested Motion:

Motion to approve the extension of the Fall Bucks promotion from 7 days to 11 days, to include Thursday, September 15 – Sunday, September 24, 2022, with a promotional cap of \$20,000.

Maintenance/Capital Improvement Committee Meeting Minutes
151 Martin Street, Conference Room 203
June 14, 2022

Chairperson Lipari called the meeting to order at 8:37 a.m.

Members in Attendance: Sarvy Lipari, Amy Pohlod, Steve Quintal, Doug Fehan
Members Absent: Bill Roberts, Ron Rea, Glenn Ceresnie
Staff Present: Jana Ecker, Melinda Comerford, Brad McNab

There was no public comment.

Sidewalk Power Washing: Power washing began June 13, days of work are weather dependent.

DPS Appreciation: Ms. Pohlod said she will provide the lunch at \$15 per person. Mr. Fehan asked that a note be sent to all BSD Board members for possible donations to offset the cost. BSD will purchase water and pop at Costco. Ms. Ecker will contact Ms. Wood, DPS to get employee count and date figured out.

Other Business: Ms. Lipari wanted to revisit valet parking during construction. Committee members agreed it was not necessary at this point. There are several areas within the S. Old Woodward zone that have new on-street parking spaces available at no charge, and the BSD is leasing the former Don Thomas parking lot for free, two hour public parking. Ms. Ecker stated that she has not received any complaints regarding the availability of parking in the area.

The committee discussed how to give away approximately 15 hanging baskets of flowers that are not needed due to the S. Old Woodward construction. The committee agreed to offer the approximately 10 hanging baskets as giveaways at the Farmers Market.

Meeting adjourned at 9:00 a.m.

Next meeting – Tuesday, August 9, 2022 at 8:30 a.m.

Business Development Committee Meeting Minutes
151 Martin Street, Conference Room 203
June 1, 2022

J. Ecker called the meeting to order at 8:30 a.m.

In Attendance: S. Surnow (Co-Chairperson), M. McKenzie (Co-Chairperson), S. Quintal, J. Hockman, T. Markus, J. Ecker

Absent: E. Bassett

There was no public comment.

Retail Recruiter Contract: J. Ecker reported that all of Ms. Ciura's prior contracts, invoices, and payments have been reviewed, and it has been determined that there was significant overpayment to Ms. Ciura in all three years that she has been under contract with the BSD. J. Ecker reviewed the terms of the payments to be made under each contract, as well as the maximum payment caps stipulated in each contract, and advised that both the Finance Director and the City Attorney reviewed the findings and agreed that overpayments were made each contract year. J. Ecker stated it was her recommendation not to provide any additional payments to Ms. Ciura as she has requested, as the contract cap has been met. Ms. Ciura's position is that she will not sign the 2022/2023 contract until she has been paid additional funds that she believes are due to her under the prior contract. Committee members discussed the terms of each of the previous contracts, and recollections as to the BSD board's intentions when the contracts were negotiated. After much discussion, the consensus of the Committee was to recommend that the BSD board rescind the prior approval of the 2022/2023 contract and go out to bid under an RFP to restart the process.

Business Mix Analysis: J. Ecker stated that portions of the business mix analysis completed by the BSD staff prior to S. Kammer's departure were included in the agenda packet for the Committee's review. J. Ecker stated that she would meet with the BSD staff and update the analysis completed to date for review at the next Business Development meeting. J. Hockman requested that the study include a trend analysis over time.

Other Business: Committee members questioned ownership of the data used to create the tenant pipeline report, in the even that our relationship with Ms. Ciura ended. J. Ecker advised she would report back after speaking with the City Attorney.

Meeting adjourned at 9:11 a.m.

NEXT MEETING: Tuesday, July 5, 2022 at 8:30 a.m.

Business Development Committee Meeting Minutes
151 Martin Street, Conference Room 203
July 29, 2022

S. Surnow called the meeting to order at 8:33 a.m.

In Attendance: S. Surnow (Co-Chairperson), M. McKenzie (Co-Chairperson), S. Quintal, J. Hockman, J. Ecker, C. Galli

Absent: None

There was no public comment.

Approval of Minutes: None.

DRAFT RFP for retail recruitment professional: Hockman advised that he believes the executive committee should encourage moving forward with the posting of the retail recruitment RFP as it will take several months to put a recruiter in place. McKenzie brought up items to discuss with the committee on the scope of work. In item 2 he states that the preparation of a retail recruiting plan and target list should be the responsibility of the executive director because the retailer recruiter might have a limited index of contacts for a specific line of retailers, and thus may skew the target list. Surnow stated that the retail recruiters should have a role in the plan and target list, and work to produce a list of contacts and other resources. Also, Surnow stated that the retail recruiter should provide updates to the executive director on a monthly basis with detailed information of who they have contacted and other work completed. Committee members discussed the details on page 20 of the RFP regarding the incentive payments and references to the target list. Members discussed how to develop this list, and/or market segment lists etc. The committee decided to state in the RFP that there would be a tiered priority list, and incentive amounts would be paid based on a potential tenants place on the priority list. The committee also discussed the base pay and the maximum pay for the RFP to be released. Discussions continued about how pay happens and committee settled on specific numbers to be put in the RFP. Committee members agreed the RFP should move forward. Hockman advised that the actual recommendation to proceed would come from the Business Development Committee.

Business Mix Analysis: C. Galli updated the committee on the business analysis mix and where all the data was obtained. Committee members expressed their thanks for the work completed for this project, and appreciated the trend analysis as well. Committee member had a few updates about categories. It was agreed that this item would be revisited in depth at the August meeting, and that BSD staff would provide all of the background data/spreadsheets for review and analysis. The intent stated was to finalize the business analysis mix and present it to the BSD board in September.

Other Business: Ecker gave updates on the executive director search to the committee.

Meeting adjourned at 9:35 a.m.

NEXT MEETING: Tuesday, August 2, 2022 at 8:30 a.m.

DRAFT

SCHEDULED TO OPEN/OPENED IN LAST 12 MONTHS

AUGUST 2022

Office Occupancy Rate 88%

Retail Occupancy Rate 96%

Name of Business	Property Address	Street Name	Notes	Date of notification	Scheduled to Open/Moved/Closed/Opened in last 12 months
Face Foundrie	700	Old Woodward, North	Spa	05/12/22	Scheduled to Open
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
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
Rotate Boutique	361	Maple Road, East	Apparel - Women	07/18/22	Opened
Zahra	227	Old Woodward, South	Apparel - Women	04/05/22	Opened
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

Executive Committee Meeting Minutes
151 Martin Street, Conference Room 203
July 27, 2022
8:30 a.m.

J. Hockman called the meeting to order at 8:34 a.m.

In Attendance: J. Hockman, B. Roberts, D. Fehan, R. Astrein (arrived at 9:05 a.m.), J. Ecker, A. Pohlod, C. Galli

Absent: T. Markus

There was no public comment.

Approval of minutes: Motion for approval of the minutes dated May 31, 2022 made by Pohlod and seconded by Roberts.

Yeas: Hockman, Roberts, Fehan, Astrein, Pohlod

Nays: None

Updates:

A) Ecker updated the committee on the upcoming Day on the Town special event, and stated that there are 10 more vendors participating than in years past. Ecker advised that movie nights were also going well, and that the Farmers Market will be celebrating its 20th season on August 7th with a ceremony at 10 a.m., music, kids activities, and a petting zoo.

Roberts brought up the concern of getting vendors off the street and the streets back open as soon as possible after Day on the Town.

B) Pohlod updated committee on the Marketing Committee's efforts and advised that there will not be a fall video or fashion shoot. The committee members felt it was too close to the winter campaign. The Marketing Committee will be making the winter campaign bigger and will be suing archived videos to enhance the program.

Pohlod discussed the Marketing Committee moving around funds to adopt a program that would pull numbers from the website and social media to have a more up to date function and see how trends are moving.

Pohlod discussed the Birmingham Bucks program and advised that there were not many people turning receipts in for the S. Old Woodward construction area program, but also few complaints about the program in general. There will be a resolution going to the board soon about doing another weekend program, but this time it will be 10 days that will include 2 weekends and a week for all businesses.

Fehan brought up discussions that the Marketing Committee had about adopting the new City logo and putting the BSD words under it. Pohlod then added that the Marketing Committee is finalizing colors for the updated logos.

Fehan and Ecker both talked about the Wayfinding committee and all of rollout completed with respect to the change over to the new City logo. For example, DPS vehicles, park signage, electronic documents and the water tower have all been approved with new logo applications. Ecker also advised that the library will be updating their logo too.

Ecker brought up a complaint from a business that felt the “all businesses open during construction” signage along the west side of Woodward Ave. south of Haynes Street blocked the view of the stores too much. Committee members disagreed, and recommended keeping up the signage. Ecker advised that the S. Old Woodward construction is on time and progressing well.

C) Ecker updated the committee member about possible dates for the DPS Luncheon based on DPS availability. The August 4 and 11 dates provided will not work as Pohlod will be out of the country the first two weeks in August, and she will be organizing the food. Ecker will ask DPS for more availability. Hockman stated that he disagreed on the latest dictate by the City Attorney that public funds could not be used for the DPS appreciation lunch and other similar events. Pohlod said the power-washing schedule was updated and will be happening in the streets.

Costar Account Update

Roberts asked what this entailed and Ecker updated about the details of the contract that was executed in 2018 by former Executive Director Tighe, without approval of the BSD board. Terms and conditions regarding termination and penalties were discussed. Pohlod said to make the recommendation to terminate the contract. Hockman said the committee recommends that we terminate the contract at the August meeting.

Retail Recruiter RFP:

Hockman discussed they are looking to move forward and continue the momentum.

Recruitment Process for new Executive Director: Ecker updated committee members and advised that there are 5 candidates that will be in the interview process. Hockman asked about the process of the interview. Ecker advised there will be evaluations done by each member of the panel, there will be a second round of interviews, a background check of the preferred candidate, and then the hiring panel will make a recommendation to the full BSD board.

Other Business: Hockman asked about pay raises for staff. Ecker advised that the annual evaluation process is in the works along with City wide staff evaluations.

Meeting adjourned at 9:45 a.m.

NEXT MEETING: Tuesday, August 24, 2022 at 8:30 a.m.

SP+ PARKING

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

May 2021

GARAGE	TOTAL CARS	FREE CARS	CASH REVENUE	% FREE
PEABODY	12,152	12,152	\$ -	100%
PARK	8,363	8,363	\$ -	100%
CHESTER	3,964	3,964	\$ 42.00	100%
WOODWARD	4,342	4,342	\$ -	100%
PIERCE	14,982	14,982	\$ -	100%

TOTALS	43,803	43,803	\$ 42.00	100%
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May 2022

GARAGE	TOTAL CARS	FREE CARS	CASH REVENUE	% FREE
PEABODY	23,859	17,797	\$ 29,644.00	75%
PARK	26,254	17,751	\$ 40,121.00	68%
CHESTER	11,917	10,142	\$ 9,874.00	85%
WOODWARD	20,408	15,149	\$ 28,824.00	74%
PIERCE	28,475	17,848	\$ 62,132.00	63%

TOTALS	110,913	78,687	\$ 170,595.00	71%
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BREAKDOWN:	TOTAL CARS	39%
	FREE CARS	56%
	CASH REVENUE	N/A

Notes:

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

MONTHLY PARKING PERMIT & ACTIVITY REPORT

For the month of: May 2022

Date Compiled: June 2, 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					Total
Permits Issued	Pierce	Park	Peabody	N.Old Wood	Chester					Total
Garage permits end of previous month	829	962	523	827	1074					4215
Garage permits canceled in month	14	75	4	4	2					99
Garage permits added in month	0	0	0	0	0					0
Total Garage permits end of month	797	887	514	793	1044					4035
Garage permits available	-46	58	22	188	324					546
Garage evening passes	45	8	19	3	16					91

	\$210	\$150	\$180	####	
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	160	17	0	5	182
Hangtags available	17	23	8	25	73

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	70	12	22	1	2					107
On Wait List-Unique Individuals**										0
Total On Wait List										107

Tuesday May 10th

Data from peak period of 2pm	Pierce	Park	Peabody	N.Old Wood	Chester					Total
Transient parker occupied	228	149	111	51	86					625
Monthly parker occupied	306	382	253	356	243					1540
Total parker occupied	534	531	364	407	329					2165
Total spaces available at	172	280	73	338	551					1414
Percentage occupied	76%	65%	83%	55%	37%					60%

** 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 June 2021 & 2022

June 2021

GARAGE	TOTAL CARS	FREE CARS	CASH REVENUE	% FREE
PEABODY	12,195	12,195	\$ -	100%
PARK	13,773	13,773	\$ -	100%
CHESTER	5,210	5,210	\$ 215.00	100%
WOODWARD	8,179	8,179	\$ -	100%
PIERCE	19,665	19,665	\$ -	100%

TOTALS	59,022	59,022	\$ 215.00	100%
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June 2022

GARAGE	TOTAL CARS	FREE CARS	CASH REVENUE	% FREE
PEABODY	25,379	18,458	\$ 33,106.00	73%
PARK	26,184	17,922	\$ 40,406.00	68%
CHESTER	14,799	11,977	\$ 13,452.00	81%
WOODWARD	21,942	16,090	\$ 31,086.00	73%
PIERCE	30,019	18,327	\$ 67,136.00	61%

TOTALS	118,323	82,774	\$ 185,186.00	70%
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BREAKDOWN:	TOTAL CARS	50%
	FREE CARS	29%
	CASH REVENUE	N/A

Notes:

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

For the month of: January 2022
Date Compiled: February 14, 2022

Permits Issued	\$70	\$70	\$70	\$70	\$60					Total
	Pierce	Park	Peabody	N.Old Wood	Chester					
Garage permits end of previous month	573	803	461	813	1064					3720
Garage permits cancelled in month	3	2	2	11	3					21
Garage permits added in month	86	15	24	20	28					173
Total Garage permits end of month	662	816	483	822	1089					3872
Garage permits available	89	129	53	159	279					719
Garage evening passes	38	7	6	6	15					72

[illegible]

Tuesday Jan 11th

Data from peak period of 2pm	Pierce	Perk	Peabody	N Old Wood	Chester	Lot #6	Lot #6 econ	Lot A & C	Lot B	Total
Transient parker occupied	232	149	140	95	38	N/A	N/A	N/A	N/A	674
Monthly parker occupied	242	180	159	154	210	N/A	N/A	N/A	N/A	945
Total parker occupied	474	349	299	249	248	N/A	N/A	N/A	N/A	1619
Total spaces available at	232	462	138	496	632	N/A	N/A	N/A	N/A	1960
Percentage occupied	67%	43%	68%	33%	29%					45%

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

Birmingham Principal Shopping District Board

Voucher List For: 08/04/2022

Early Release	Vendor	Description	Account	Amount
*	AUDACY OPERATIONS,	SOCIAL MEDIA	MARKETING & ADVERTISING	2,400.00
*	BEASLEY MEDIA GROUP, LLC	ADVERTISING 5/5-5/31	ADVERTISING	7,000.00
*	BIRMINGHAM BLOOMFIELD SPONSOR		PUBLIC RELATIONS	2,000.00
*	C & G PUBLISHING INC.	JUNE MOVIE NIGHT ADVERTISING	MARKETING & ADVERTISING	477.40
*	CAR TRUCKING INC	MONTHLY DUMPSTER AT FARMERS MARKET	SPECIAL EVENTS	99.75
*	COLDWELL BANKER WEIR MANUEL	PARKING LOT LEASE CONTRACT - PAY 2 OF 5 1/2 PAYMENTS	PARKING LOT LEASE	2,160.00
*	THE COMMUNITY HOUSE	BSD BOARD MEETINGS ROOM RENTAL	CONFERENCES & WORKSHOPS	600.00
*	EMILY HOWARD	PERFORMANCE AT BFM 8/7	SPECIAL EVENTS	200.00
*	DENNIS FARAC	PERFORMANCE AT BFM 7/24	SPECIAL EVENTS	200.00
*	FEDEX OFFICE	SIGNS FOR CONSTRUCTION	MARKETING & ADVERTISING	813.00
*	JCC CREATIVE LLC	MONTHLY SOCIAL MEDIA PHOTOGRAPHY	MARKETING & ADVERTISING	200.00
*	MARGARET SCHMALTZ	PERFORMANCE AT BFM 7/31	SPECIAL EVENTS	200.00
*	MEADOWBROOK INSURANCE GROUP	INSURANCE FOR CRUISE EVENT	SPECIAL EVENTS	12,905.23
*	OAKLAND COUNTY MOMS	ADVERTISING FOR MOVIE NIGHTS	MARKETING & ADVERTISING	4,575.00
*	SEEN MEDIA GROUP	VIDEO	PRINTING PSD MAGAZINE	5,430.00
*	SP+ CORPORATION	MONTHLY EMPLOYEE PARKING	OTHER CONTRACTUAL SERVICE	200.00
*	SWANK MOTION PICTURES INC	AUGUST MOVIE RENTAL	SPECIAL EVENTS	665.00
*	TURNER SANITATION, INC	PORTA POTTIES AT FARMERS MARKET	SPECIAL EVENTS	440.00
*	RANDYL LEE WAGNER	SANTA PERFORMANCE AT MOVIE NIGHT 7/15	SPECIAL EVENTS	150.00
*	ALLEGRA MARKETING, PRINT, MAIL	COUNTER CARDS FOR CONSTRUCTION	MARKETING & ADVERTISING	194.61
*	AMAZON CAPITAL SERVICES INC	SUPPLIES FOR EVENTS	SPECIAL EVENTS	200.08
*	ART/DESIGN GROUP LTD	ARTWORK AND PRINT FOR MOVIE NIGHT AND DOTT	MARKETING & ADVERTISING	712.75
*	BEIER HOWLETT P.C.	LEGAL FEES	LEGAL SERVICES	453.75
*	DOWNTOWN PUBLICATIONS INC	ADVERTISING FOR DOTT	MARKETING & ADVERTISING	878.00
*	METRO PARENT PUBLISHING GROUP	ADVERTISING FOR MOVIE NIGHTS	MARKETING & ADVERTISING	900.00
*	MILES PARTNERSHIP LLLP	MONTHLY WEBSITE MAINTENANCE	WEB SITE MAINTENANCE	1,107.50
*	MOSHER & ASSOCIATES LLC	INSTALLATION OF SUMMER PLANTINGS	MAINTENANCE SHOPPING DIST	1,797.28

Birmingham Principal Shopping District Board**Voucher List For:** 08/04/2022

Early Release	Vendor	Description	Account	Amount
*	PEGASUS ENTERTAINMENT INC	AUDIO SERVICES FOR 7/15 MOVIE NIGHT	SPECIAL EVENTS	2,520.00
*	SIGNS-N-DESIGNS INC	DAY ON THE TOWN BANNERS	MARKETING & ADVERTISING	1,890.00
Total:				\$ 51,369.35

Journal Entries

City of Birmingham DPS - Holiday lights	\$ 35,996.70
Credit card - Facebook - Boosted social posts for summer	100.00
Credit card - 4AllPromos - Peelers for FM 20th Anniversary	620.00
Total Journal Entries	\$ 36,716.70
TOTAL VOUCHERS AND JOURNAL ENTRIES	\$ 88,086.05

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

Board Chair_____ **Date**_____

Birmingham Principal Shopping District Board

Voucher List For: 08/04/2022

Early Release	Vendor	Description	Account	Amount
	ALLEGRA MARKETING, PRINT, MAIL	COUNTER CARDS FOR SUMMER BUCKS PROMO & REPRINT	MARKETING & ADVERTISING	677.46
	AUDACY OPERATIONS, BEIER HOWLETT P.C.	ADVERTISING	MARKETING & ADVERTISING	2,400.00
	BOB MONTELEONE	LEGAL FEES	LEGAL SERVICES	957.00
		PERFORMANCE AT FARMERS MARKET 8/21	SPECIAL EVENTS	200.00
	C & G PUBLISHING INC.	DAY ON THE TOWN ADVERTISING	MARKETING & ADVERTISING	2,667.70
	CAR TRUCKING INC	DUMPSTER AT FARMERS MARKET	SPECIAL EVENTS	103.55
	COLDWELL BANKER WEIR MANUEL	PARKING LOT LEASE CONTRACT - PAY 3 OF 5 1/2 PAYMENTS	PARKING LOT LEASE	1,080.00
	COSTAR REALTY INFORMATION, INC	ONLINE RETAIL SERVICES	TENANT RECRUITMENT	5,304.00
	CRITERION	JULY MOVIE RENTAL	SPECIAL EVENTS	400.00
	ISABEL WALLACE	PERFORMANCE AT FARMERS MARKET 8/28	SPECIAL EVENTS	200.00
	JAIMI BROOK	SUPPLIES FOR DAY ON THE TOWN	SPECIAL EVENTS	66.93
	JCC CREATIVE LLC	SOCIAL MEDIA PHOTOGRAPHY	TENANT RECRUITMENT	350.00
	KROGER COMPANY	POPSICLES FOR JULY MOVIE NIGHT	SPECIAL EVENTS	75.83
	LAUREL'S PRINCESS PARTIES	PERFORMANCE AT MOVIE NIGHT PAY 2 OF 2	SPECIAL EVENTS	147.00
	METRO PARENT PUBLISHING GROUP	ADVERTISING FOR FARMERS MARKET	MARKETING & ADVERTISING	900.00
	MIKE FREEMAN	PERFORMANCE AT BFM 9/4	SPECIAL EVENTS	200.00
	MILES PARTNERSHIP LLLP	MONTHLY WEBSITE MAINTENANCE	WEB SITE MAINTENANCE	1,107.50
	MODERN INK BODY ART	PERFORMANCE AT FARMERS MARKET 8/7	SPECIAL EVENTS	500.00
	MOSHER & ASSOCIATES LLC	MONTHLY PLANTER MAINTENANCE PAY 1 OF 4	MAINTENANCE SHOPPING DIST	329.49
	ODP BUSINESS SOLUTIONS, LLC	MISC OFFICE SUPPLIES	OPERATING SUPPLIES	34.59
	OUTFRONT MEDIA INC	DAY ON THE TOWN ADVERTISING	MARKETING & ADVERTISING	1,600.00
	PEGASUS ENTERTAINMENT INC	AUDIO SERVICES FOR DAY ON THE TOWN	SPECIAL EVENTS	5,670.00
	SIGNS-N-DESIGNS INC	CONSTRUCTION SIGNS	MARKETING & ADVERTISING	5,945.00
	SP+ CORPORATION	EMPLOYEE MONTHLY PARKING	OTHER CONTRACTUAL SERVICE	100.00
	STEVE TAYLOR	PERFORMANCE AT BFM 8/14	SPECIAL EVENTS	200.00
	SWANK MOVIE LICENSING	MOVIE RENTAL	SPECIAL EVENTS	665.00

Birmingham Principal Shopping District Board**Voucher List For:** 08/04/2022

Early Release	Vendor	Description	Account	Amount
	TIFFANY FLORIST	BUSINESS ANNIVERSARY FLOWERS	TENANT RECRUITMENT	60.00
	TURNER SANITATION, INC	PORTA POTTIES FOR JULY MOVIE NIGHT	SPECIAL EVENTS	240.00
	WDIV/TV4	ADVERTISING FOR FARMERS MARKET	MARKETING & ADVERTISING	1,850.00
Total:				\$ 34,031.05

Journal Entries

<i>Dynamic Systems - Powerwashing</i>	\$ 5,525.00
<i>Petty Cash - Supplies for Farmers Market</i>	15.23
<i>Dog Waste Depot - Paw pal bags</i>	336.09
<i>Verizon - Cell phone for Exec Dir, Jaimi and Erika</i>	139.46
Total Journal Entries	\$ 6,015.78
TOTAL VOUCHERS AND JOURNAL ENTRIES	\$ 40,046.83

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

Board Chair _____ **Date** _____



Birmingham Shopping District
Meeting Date: 03/03/2022
151 Martin Street
Birmingham, MI 48009
248-530-1200
ALLINBirmingham.com

MEMORANDUM

DATE: July 28, 2022
TO: BSD Board of Directors
FROM: Jana Ecker, Interim Executive Director
SUBJECT: Community House Contract – BSD Meeting Venue

The contract with the Community House for room rental for BSD board meetings expired in July 2022. The BSD board expressed a desire to continue holding monthly board meetings at the Community House if a reasonable room rental fee could be negotiated.

The Community House has agreed to continue to rent a room to the BSD for our monthly board meetings, and to serve coffee and tea each month at the same rate of \$50 per month that was charged for the past year. Accordingly, please find attached a one year contract with the Community House for room rental to conduct monthly BSD board meetings at a cost of \$50 per month. As Interim Executive Director, I signed the contract (which is below the \$6,000 threshold for board approval). Affirmation of the BSD board is requested at this time.

Suggested Motion:

Motion to approve a contract with the Community House for a one year term to rent space to conduct monthly BSD board meetings, at a cost of \$50 per month.

THE
COMMUNITY
HOUSE
BIRMINGHAM

Booking Contract
Prospective

Client/Organization BSD Board Meeting	Event Date 8/4/2022 (Thu)	Booking Contact <i>Jk</i> Ecker, Jana	Site Contact <i>Jk</i> Ecker, Jana	Event # E95912
Address 151 Martin Street, Birmingham, MI 48009		Telephone (248) 530-1200	Fax (248) 530-1246	Guests 20 (Pln)
Party Name BSD Board Meeting	Theme Beverage Meeting	Sales Rep Catherine Harris	Booked 6/6/2022 7:06:55 PM	

Please contact the Hospitality Department at least three (3) weeks prior to the event for menu and linen selection and set up confirmation. **The Guaranteed Count and Full Payment must be received by two (2) weeks prior to event date.** TCH reserves the right to cancel event if full payment is not received within the stated time frame.

The host agrees to pay the price per person set forth on this Agreement times the greater of either: (i) the guaranteed number of guests, or (ii) the actual number of guests attending the function if above the guaranteed count. Money will not be refunded for no-show guests. Leftover hot food and plated entrees may not be packed up and removed from the facility.

Event set up begins two (2) hours prior to the event start time (3 hours prior for Weddings) unless other arrangements have been approved by the event manager. All rental items must be delivered, set up by the vendor, and removed by the client or vendor on the day of the event. A storage fee of \$250.00 per day will apply if rental items or personal inventory items are left at TCH overnight after the conclusion of the event. The Community House is not responsible for any items left on site overnight.

Upholstered furniture, end tables, benches, and plants may not be moved from their positions in the hallways, lobbies and banquet rooms. Costs for damage to the building, furniture, piano, or equipment caused by negligence shall be paid in full by the client.

If a choice of entree is offered to the guests, a place card listing entree indication is required

BANQUET TIMES

Date	Start	End	Banquet Room	Setup Style	Room Chg
8/4/2022-Thu	8:00 am	10:00 am	Club Room	Conference	0.00

FOOD/SERVICE ITEMS

Food/Service Items	Price	Qty	Total
Serving Time: 8:00AM			
Coffee and Tea Service		1	
Coffee, Regular, Airpot		1	
Coffee, Decaffeinated, Airpot		1	
Ice Water			
<i>Hot Water</i> <i>Jk</i>	50.00	12	600.00
Event Fee - 12 months			
August 2022 - July 2023			

Meeting Dates:

8/4/22
9/1/22
10/6/22
11/3/22
12/1/22

1/5/23
 2/2/23
 3/2/23
 4/6/23
 5/4/23
 6/1/23
 7/6/23

signed booking contract to agree to all above contracted dates

EVENT NOTES

TCH to honor 2021/2022 contract agreement for 2022/2023 contract with BS D

Contract Details:

\$50/meeting

to include water and coffee service, set in club room, use of audio visual

Contract Dates: August 2022 - August 2023

**will require new contract in 2023

	Food	Beverage	Liquor	Equipment	Labor	Room	Other	Total
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00	600.00	600.00
Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	600.00	600.00

Subtotal	600.00	Paid	0.00	Pay Method	Card Number
Service Charge	0.00	Balance	600.00	Card Type	
Tax	0.00	Next Deposit	0.00	Card Holder	Expires
Total Value	600.00	Due Date		Signature	

Food and Beverages purchased through TCH are subject to a taxable service charge and sales tax. A 2% processing fee will be added for any payments made with a credit card. I have read the above information and received The Community House Facility Rental Contract and agree to the terms and conditions as well as any terms and conditions on any contract addendums which I may sign.

Sales Representative: [Signature]

Date: 6/8/22

Client: [Signature] - BSD

Date: 6/7/22



Birmingham Shopping District
Meeting Date: 03/03/2022
151 Martin Street
Birmingham, MI 48009
248-530-1200
ALLINBirmingham.com

MEMORANDUM

DATE: July 28, 2022
TO: BSD Board of Directors
FROM: Jana Ecker, Interim Executive Director
SUBJECT: WOMC / Audacy Sponsorship Agreement for Birmingham Cruise

The annual Birmingham Cruise event is scheduled to take place on Saturday, August 20, 2022. The event will be taking place in conjunction with the Woodward Dream Cruise, which typically attracts 1.5 million people along an approximately 16-mile stretch of Woodward Avenue, including communities from Ferndale to Pontiac. This year as a result of the construction on S. Old Woodward, the event will be relocated to the east side of Woodward as previously reported at the June 2022 BSD meeting.

Once again WOMC/Audacy will be a returning sponsor of the Birmingham Cruise. They are typically stationed in a broadcast tower/platform, which will be located near the south end of the event footprint on the east side of Woodward Avenue, adjacent to Worth Street.

The attached agreement with WOMC/Audacy defines the terms of the sponsorship, which includes but is not limited to an in-kind sponsorship of forty 9-second radio spots, to be produced by WOMC, as well as advertising presence on WOMC.com or the Audacy website. Please note all markups shown were requested by WOMC/Audacy, and have been agreed to by the City Attorney, with the exception of the removal of the Dispute Resolution paragraph (Section 14 of the agreement), and with the exception of the removal of the Notary requirement for signatures. WOMC/Audacy has been advised that Section 14 must remain in the agreement in its entirety, and that the notarization of signatures will also remain in place. A final signed agreement with the changes noted has not yet been received from WOMC/Audacy.

Suggested Motion:

Motion to approve a sponsorship agreement with WOMC/Audacy for the Birmingham Cruise event on August 20, 2022 and further, to authorize the Chair and Interim Executive Director to execute the agreement accordingly.

SPONSORSHIP AGREEMENT

This Agreement, made this _____ day of _____, 2022 by and between the Birmingham Shopping District, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter referred to as “BSD”), and Audacy, Michigan, LLC, a wholly-owned subsidiary of Audacy Operations, Inc. and operator of radio station WOMC-FM, having offices at 26455 American Drive, Southfield, MI 48034 (hereinafter referred to as “SPONSOR”), provides as follows:

WHEREAS, the BSD is hosting the 2022 Birmingham Cruise Event to be held on Saturday, August 20, 2022 hereinafter referred to as “Event”. For purposes of this Agreement, the terms CITY or City shall refer to the City of Birmingham, and

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

- 1. EVENT.** In accordance with the City’s permitted use to the BSD, SPONSOR hereby agrees to coordinate activities related to the Event which shall commence at 8:00 a.m. on Saturday, August 20, 2022, and which shall conclude at 9:00 p.m. on the same day. SPONSOR may commence set up for the Event no earlier than 12:00 p.m. on Friday, August 19, 2022. SPONSOR shall coordinate all set-up activities with the BSD and the City so as to minimize the impact on nearby businesses. All vehicles, staging, displays, tents, promotional materials and other items shall be removed from the Designated Location (as defined below) as soon as possible, but in no event later than 12:00 p.m. on Sunday, August 21, 2022. All public streets will be cleared as soon as possible following the Event. SPONSOR may request an activity in the Designated Location on Friday, August 19, 2022 if approved by the BSD and City of Birmingham in advance.
- 2. COMPENSATION.** For the 2022 Event, SPONSOR agrees that it will provide to the BSD the following compensation upon the signing of this Agreement for the right to use the Designated Location and to conduct activities in accordance with the terms of this Agreement:
 - A. SPONSOR will provide the following media support to the Birmingham Principal Shopping District:
 - I. Birmingham BSD will receive forty (40) :09 second commercial announcements at dates and times that are mutually agreed upon, prior to December 31, 2022. Spots to be produced by WOMC at the direction of the BSD.
 - II. Advertising presence on www.womc.com and/or WOMC’s page on www.Audacy.com in support of Birmingham Farmers Market and Birmingham Winter Market between September and December, 2022.

III. These items are in addition to existing cooperative marketing agreements already in place between Sponsor and the BSD.

3. LOCATIONS & ACTIVITIES. “Designated Location” shall refer to the location on the map identified as “Exhibit A” attached hereto. The access point for the exhibit shall be determined in cooperation between the SPONSOR and the BSD in order to ensure suitable access to the Designated Location by the SPONSOR while maintaining sufficient access for emergency vehicles and other sponsor displays. SPONSOR will work with the BSD to ensure placement of the exhibit will not impede access for emergency vehicles on the day of the Event. The BSD retains usage rights for streets, sidewalks, easements or other public right-of-ways and SPONSOR is not permitted to use them unless specifically provided for herein. The BSD and the CITY may make such other uses of the locations outlined herein, which are not inconsistent with SPONSOR’s activities in connection with this Agreement.

A. This exhibit may include the following elements:

- I. SPONSOR broadcast area. The location may be used for live broadcasts and/or events on Friday, August 19, 2022 between the hours of 4 p.m. and 10 p.m., and Saturday August 20, 2022 between the hours of 8:00 a.m. and 11:30 p.m., subject to compliance with all applicable City Ordinances and regulations;
- II. Other elements including SPONSOR entertainment stage, displays and marketing booth, during the hours of the Event.
- III. SPONSOR is permitted to display SPONSOR’s logo banners within Designated Location, subject to meeting city regulations.
- IV. SPONSOR is permitted to display one (1) banner, promoting the Event and its display, on an adjacent building, subject to obtaining written permission from the property owner(s) to do so and subject to meeting all state and city regulations.
- V. SPONSOR shall have the ability to sell, or give away, SPONSOR wearable’s, food, and merchandise within the Designated Location subject to obtaining, at its sole expense, the required City of Birmingham permits.
- VI. Other similar sponsored display elements as agreed upon, in writing, by the parties.

OTHER SPONSORSHIP TERMS

- VII. SPONSOR agrees that all shows, displays, and performances for the Event will be open venues at no charge to the public, except for the

area(s) clearly designated as “VIP” areas on the site plan provided to the BSD pursuant to Section 3(C)(I)(a) of this Agreement.

- VIII. SPONSOR shall have its logo on the back of Birmingham Cruise Event volunteer t-shirts in accordance with WDC partnership guidelines. SPONSOR must provide an electronic version of the logo artwork upon the signing of this Agreement.
 - IX. SPONSOR will have its logo on and a link from the Birmingham Cruise Event web page (currently www.AllinBirmingham.com) to www.womc.com. Link to be provided by SPONSOR.
 - X. SPONSOR shall obtain, at its sole expense, any required permits from the City for its operations at the Designated Location.
 - XI. SPONSOR shall have the opportunity to survey Event patrons within the Designated Location.
 - XII. SPONSOR shall have the opportunity to distribute company promotional materials to Event patrons in the Designated Location.
 - XIII. The BSD shall work with, and provide full cooperation to, SPONSOR to meet the requirements for obtaining any and all necessary City permits for SPONSOR’S operations at the Designated Location.
 - XIV. Any set-up within the Designated Location shall have a minimum setback of 10 feet from the Woodward Avenue frontage. This restricted area shall be roped off to allow pedestrian traffic through this area.
 - XV. If so desired, SPONSOR may provide, at its own expense, security personnel to be present during the period SPONSOR display items are located at the Designated Location under the terms of this Agreement. Security personnel are required to meet with the Birmingham Police Department at least seven (7) days prior to the Event.
- B. COORDINATION OF ACTIVITIES - SPONSOR shall provide all staff, workers, performers, vehicles, equipment, fuel, materials, parts, supplies, wages, and insurance for its performance under this Agreement. SPONSOR shall provide a designated contact overseeing the Event, including a telephone number at which the contact may be reached at all times during the Event, including set-up and removal times.
- I. SPONSOR shall provide the BSD with the following information no later than the last Friday in July:

- a. A detailed site plan for all activities planned for the Event, including any vendors or entertainers.
 - b. Any other reports, as reasonably requested, related to activities taking place as part of the SPONSOR's activities under this Agreement.
- II. The BSD shall designate a representative to coordinate all of its activities in the performance of this Agreement. A designated BSD representative shall have the right to inspect and verify the activities of the SPONSOR pursuant to this Agreement.
 - a. At its discretion, the BSD may schedule a coordination meeting to include SPONSOR and any other Event sponsors which may have adjacent displays. Such a meeting would be for the purposes of coordinating activities among the sponsors.
- 4. **TERM.** The term of this Agreement shall commence upon the execution of this Agreement and shall continue until the later of the conclusion of the Event or the date on which all the parties' obligations under this Agreement have been fulfilled. Provided that an event similar to the 2022 Birmingham Cruise is planned and scheduled for 2023 and/or 2024, and provided the BSD applies for and obtains a special event permit in accordance with Birmingham City Code Chapter 98, Article VI. SPONSOR shall have the first right of refusal for use of the Designated Location for the 2023 and 2024 events by providing advance written notice to the BSD of its desire to do so no later than November 1, 2022. The parties may also agree to amend this Agreement as it relates to the permitted activities, and compensation for such use of the property for future events, including location, date, time, etc. in a written Addendum executed by both parties each year.
- 5. **TERMINATION.** In the event that (a) the BSD terminates this Agreement, for any reason whatsoever, subsequent to payment being made by SPONSOR herein for any year, but prior to the Event, or (b) the Event is canceled for any reason, the BSD shall promptly reimburse SPONSOR the full amount of SPONSOR's payment, minus any reasonable expenses incurred by the BSD to satisfy the terms of this Agreement. In no event may the BSD terminate this Agreement with less than 30 days' prior written notice unless the Event is being canceled entirely. Either party may terminate the Agreement for material breach by the other party without cure within 10 days.
- 6. **FAIR PROCUREMENT OPPORTUNITY.** Procurement for the City of Birmingham 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 City of Birmingham.
- 7. **INSURANCE.** The SPONSOR 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 reasonably acceptable to the CITY and BSD.

- A. Workers' Compensation Insurance: SPONSOR shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: SPONSOR shall procure and maintain during the life of this contract, 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) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: SPONSOR shall procure and maintain during the life of this contract 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 name the following as Additional Insureds: The City of Birmingham, The Birmingham Principal Shopping District ("BSD"), and the Michigan Department of Transportation ("MDOT"), 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 for all losses for which Sponsor has indemnified the Additional Insureds, whether any other available coverage by primary, contributing or excess.
- E. Cancellation Notice: SPONSOR shall provide a thirty day notice of cancellation to: *Finance Director, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.*
- F. Proof of Insurance Coverage: SPONSOR shall provide the CITY and BSD at the time the Agreement is returned for execution, Certificates of Insurance reasonably acceptable to the CITY and BSD, as listed below.
 - I. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - II. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;

III. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance.

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

8. INDEMNIFICATION. To the fullest extent permitted by law, the SPONSOR and any entity or person for whom the SPONSOR is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, The Birmingham Principal Shopping District ("BSD"), and the Michigan Department of Transportation ("MDOT"), their elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham, the BSD, and/or MDOT 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 of Birmingham, the BSD, and/or MDOT, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, the BSD, and/or MDOT, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises solely out of SPONSOR's acts or omissions under this Agreement. Such responsibility shall not be construed as liability for personal injury or damage caused by or resulting in whole or in part from the act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, the BSD, and/or MDOT.

9. CONDITION OF PROPERTY. SPONSOR shall keep the Designated Location in a safe, clean and proper condition. SPONSOR shall reimburse or otherwise pay the CITY for the repair of all damage to city property over and above ordinary wear and tear as a result of SPONSOR's activities during the Event. SPONSOR shall at its sole cost and expense, promptly remove all property from the Designated Location not belonging to the BSD including, but not limited to, debris, materials and/or other equipment, and promptly restore the Designated Location to substantially the condition existing prior to the date set-up commenced, subject to reasonable wear and tear. SPONSOR shall use the City's property at its own risk and assumes all risk of loss resulting from such use, except for loss arising out of or resulting from the negligence or intentional acts of BSD, City or their respective agents or employees. SPONSOR certifies, represents and declares that it has no title in or to the Designated Location nor to any portion thereof, and has not, does not, and will not claim such title nor any easement over the Designated Location.

10. NO ALCOHOL. No alcohol may be served in any location in the CITY as a part of the performance of the Event. The Event is strictly non-alcoholic.

11. COMPLIANCE WITH LAWS. Each party shall, in performing this Agreement, adhere to and comply with all laws, ordinances, rules and regulations, without limitation. SPONSOR shall secure all licenses and permits as may be required.

12.CONFLICTS OF INTEREST. As required by City ordinance section 2-287, if, after the effective date of this Agreement, any official of the City or BSD or spouse, child, or parent, of such official shall become directly or indirectly interested in this Agreement, the BSD shall have the right to terminate this Agreement without further liability if the disqualification has not been removed within thirty (30) days after the City has given SPONSOR 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 only if such employment is in an administrative, managerial or executive capacity in which the employee could in any way influence the decisions of the business entity with regard to the contract proposals or other transactions.

13.ASSIGNMENT & MODIFICATION. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made without the prior written consent of the other party, which shall not be unreasonably withheld. This Agreement may only be modified in writing, signed by both parties.

14.DISPUTE RESOLUTION. 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.

15.NOTICES. All notices required to be sent by this Agreement shall be sent to the following addresses:

BSD

Jana Ecker
Interim Executive Director
Birmingham BSD
151 Martin Street
Birmingham, MI 48009
248-530-1811

SPONSOR

Audacy Michigan, LLC
26455 American Drive
Southfield, MI 48034
248-327-2900
Attn: SVP/Market Manager
With a copy to:
Audacy Michigan, LLC
2400 Market Street, 4th Floor
Philadelphia, PA 19103
Attn: Legal Department

- 16.COVID:** The SPONSOR shall follow all of the City of Birmingham's COVID-19 safety protocols while on City property. Additionally, SPONSOR 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 SPONSOR 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 the SPONSOR is unable to comply, this violation of safety protocols will constitute a breach of contract by the SPONSOR.
- 17.FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any default hereunder if such default is caused by conditions beyond its control including, but not limited to Acts of God, governmental restrictions imposed for heightened security measures, wars, insurrections and/or other cause beyond the reasonable control of the party whose performance is affected.
- 18.ENTIRE AGREEMENT.** This Agreement, along with Exhibit A attached hereto, contains the entire agreement between the parties hereto and there are no inducements or representations leading to the execution hereof except as herein contained.

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

WITNESSES:

SPONSOR

By: (Audacy-WOMC Designated Representative)

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: _____

CITY OF BIRMINGHAM:

BIRMINGHAM SHOPPING DISTRICT

By: _____
Geoffrey Hockman
Its: Chairman

APPROVED:

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

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

Jana L. Ecker, Interim BSD Exec. Director
(Approved as to substance)

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

Exhibit A – Designated Location
See attached detailed map and location drawings



Birmingham Shopping District
Meeting Date: 03/03/2022
151 Martin Street
Birmingham, MI 48009
248-530-1200
ALLINBirmingham.com

MEMORANDUM

DATE: July 28, 2022
TO: BSD Board of Directors
FROM: Jana Ecker, Interim Executive Director
SUBJECT: Holiday Season – Santa Contracts

Each year, the BSD organizes and manages Santa House in Shain Park, where families can take their children to visit Santa during the holiday season. This is a popular tradition in the Shopping District that is well-attended by families in the community. Families can reserve appointments to visit Santa by visiting the Shopping District's website. The dates of operation for Santa House are every Saturday and Sunday, from November 26, 2022 through December 24, 2022. Santa House will also operate in the evening on Friday, December 2, 2022, the weekend of Winter Markt.

The BSD contracts with professional performers who dress and act as Santa Claus during the above dates. Three performers have been recruited to play Santa during the operating hours of Santa House. These individuals are Joseph Eadie, Bernard Brewer, and Randyl Wagner. All of the performers have provided documentation showing that they are vaccinated for Covid-19. The hourly rate that the BSD pays the Santa performers is \$115. The total hours of operation of Santa House is 69.5 hours over the holiday season, resulting in a total cost of \$7,992.50 for all of the contracts. Their contracts are included for the board's approval.

Suggested Motion:

Motion to approve the following contracts for Santa performers for the 2022 operating hours of the Santa House in Shain Park during November and December 2022, at a maximum total cost



Birmingham Shopping District
Meeting Date: 03/03/2022
151 Martin Street
Birmingham, MI 48009
248-530-1200
ALLINBirmingham.com

of \$7,992.50, and authorizes the Chairperson and Executive Director to execute the agreements:

- i) Contract with Bernard Brewer, in an amount not to exceed \$1,782.50;
- ii) Contract with Randyl Lee Wagner, in an amount not to exceed \$5,175.00, with the condition that all required insurance documentation is provided prior to October 1, 2022.
- iii) Contract with Joseph Eadie, in an amount not to exceed \$1,035.00, with the condition that all required insurance and sole proprietorship documentation is provided prior to October 1, 2022.

AGREEMENT

THIS AGREEMENT, made this 14th day of July 2022, by and between the **Birmingham Shopping District**, having its principal office at 151 Martin, Birmingham, MI 48009 (hereinafter sometimes called "BSD"), and **BERNARD BREWER**, (hereinafter called "Performer") provides as follows:

WITNESSETH:

WHEREAS, the BSD desires to have individuals dress and act as Santa Claus for scheduled dates during the months of November and December 2022, for its annual Santa House holiday event.

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

1. Performances shall take place at the Santa House, or in such other location as the BSD shall designate, or unless otherwise specified in paragraph 3.
2. The BSD shall pay an hourly rate of \$115 per hour to the Performer for these performances for a total amount not to exceed \$1,782.50 for the performances. This amount shall be reduced by any and all deposits or pre-payments paid to the Performer by the BSD. Payment shall be made by the BSD as follows: 1/3 shall be paid as a retainer fee on November 15, 2022; 1/3 on or before December 14, 2022; and the remaining balance shall be paid no later than January 19, 2023.
3. The dates and times of the performances shall be as follows:

<u>DAY</u>	<u>DATE</u>	<u>TIME</u>
Friday	December 2, 2022	5:00 P.M. until 8:30 P.M.
Saturday	December 3, 2022	3:00 P.M. until 8:30 P.M.
Sunday	December 4, 2022	10:00 A.M. until 4:30 P.M.

Total= 15.5 Hours

4. The Performer acknowledges there is a potential for risk of injury or contracting a communicable disease while performing as Santa Claus for the BSD. In exchange for the consideration stated herein, the Performer hereby knowingly and voluntarily waives any and all rights, claims, causes of action of any kind whatsoever arising out of performing the contractual activities required hereby and does hereby release and forever discharge the BSD, its affiliates, members, managers, agents, staff, volunteers, heirs, assigns and attorneys for any physical injury, illness, or psychological injury or property damage including but not limited to illness, injury, paralysis, disability, death or economic loss that the Performer may suffer as a direct result of such contractual activity.

5. The Performer shall report to the BSD Director or designee fifteen (15) minutes prior to the time that the performances are scheduled to begin at City Hall.

6. The BSD shall supply a chair for use by the Performer.

7. If the BSD requests the Performer to work beyond the time that a performance is scheduled to end and the Performer agrees to continue working, the additional work shall be considered to be overtime and the BSD shall pay the Performer at the rate of \$86 for each additional thirty (30) minutes of work, or portion thereof, by the Performer. All overtime shall be authorized in advance by a BSD representative who shall be designated by the BSD prior

to the start of the performance. Payment for overtime will be paid in the remaining balance portion due no later than January 19, 2023.

8. The Performer shall be of high moral character. The BSD will perform a background check on the Performer before the first payment is made to the Performer on November 15, 2022. Payment will only be made upon successful background clearance. The Performer acknowledges that he will come in contact with children of young age and will act appropriately during all performances. The Performer shall display an engaging/outgoing personality representing Santa Claus. The Performer shall not take phone calls, text, smoke, or partake in any behavior out of character of Santa Claus during his performance. Performer must have a natural beard, eyeglasses and rosy cheeks. The Performer shall be equipped to bring joy to children with holiday spirit and reference North Pole, reindeer, elves, etc. The Performer shall encourage visitors to shop for gifts in local Birmingham businesses.

9. The Performer shall be required to receive the COVID-19 vaccination(s), allowing for the required time to elapse for effectiveness before performing under this Agreement. The Performer shall provide documentation of the required COVID-19 vaccination(s) upon execution of this Agreement.

10. The BSD shall have the right to remove any Performer performing pursuant to this Agreement for any reason in the BSD's sole discretion. If a Performer is removed from a performance because the Performer was engaging in behavior that the BSD believes to be improper or inappropriate, as determined solely by the BSD, the BSD shall be entitled to a reduction in the total fee set forth in paragraph 2 in the amount of \$115 for each hour, or any portion thereof, of a performance that a Performer is not performing. This paragraph shall in

no way limit the BSD's rights and remedies in the event of a breach of this Agreement by the Performer.

11. The Performer and the BSD agree that the Performer is acting as an independent contractor with respect to the Performer'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 Performer nor its employees shall be construed as employees of the BSD or the City of Birmingham. 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 Performer 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 Performer shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the BSD or the City of Birmingham, or be deemed an employee of the BSD or the City of Birmingham for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the BSD or the City of Birmingham. The Performer agrees that it will apply for and secure all permits and approvals as may be required from the BSD in accordance with the provisions of applicable laws and ordinances of the BSD, State of Michigan or federal agencies.

12. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Performer 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.

13. 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.

14. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Performer without the prior written consent of the BSD. Any attempt at assignment without prior written consent shall be void and of no effect.

15. To the fullest extent permitted by law, Performer agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham and the BSD, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham and the BSD 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 of Birmingham and the BSD, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham and the BSD, by reason of personal injury, or illness, 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, including any claims, demands or suits asserted against the BSD or the City by a Performer. 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 of Birmingham and the BSD.

16. The Performer shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the BSD.

- A. Commercial General Liability Insurance: Performer 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 Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- B. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The BSD and 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.
- C. Professional Liability: Professional liability insurance with limits of not less than \$2,000,000 per claim if Performer will provide service that are customarily subject to this type of coverage.
- D. Cancellation Notice: 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: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

- E. Proof of Insurance Coverage: Performer 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 Commercial General Liability Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 3) If so requested, Certified Copies of all policies mentioned above will be furnished.
- F. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Performer shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- G. Maintaining Insurance: Upon failure of Performer 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.

17. The City of Birmingham and the BSD will not enter into a contract to furnish materials or services to the BSD from any BSD official, his spouse, child or parent, or from any corporation, association or partnership in which any BSD official, his spouse, child or parent, has any direct or indirect interest.

Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or unincorporated business shall not be deemed to be a disqualifying interest. Employment by a business entity shall be deemed to be a disqualifying interest only if such employment is in an administrative, managerial or executive capacity in which the employee

could in any way influence the decisions of the business entity with regard to contract proposals or other transactions.

Every contract entered into by the City of Birmingham/BSD shall contain a provision to the effect that if subsequent to entering into the contract a City official, his spouse, child or parent shall become directly or indirectly interested in the contract without further liability if the disqualification has not been removed within thirty (30) days after the City/BSD has given notification of the disqualifying interest.

18. 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, 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. This Agreement shall be governed by the laws of the State of Michigan 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.

19. This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, except as specifically set forth herein. No supplement, modification, addition, deletion or waiver of this Agreement or any provision of this Agreement shall be binding unless executed in writing by both parties to be bound thereby.

20. The BSD may terminate this Agreement at any time for any reason. In the event of termination, the Performer shall be paid in the amount of \$115 multiplied by the number of performance hours satisfactorily provided by the Performer. Any additional amounts paid in advance by the BSD shall be returned by the Performer within seven (7) days after a written demand is made by the BSD.

21. This Agreement shall commence immediately after both parties have signed in the place and manner indicated below and shall terminate upon completion of the performances for the 2022 holiday season.

22. BSD shall provide one (1) parking pass to Performer, which will allow a Performer to park near the Santa House thirty (30) minutes prior to each performance until fifteen minutes after each performance. It shall be the Performer's responsibility to ensure that the Performer scheduled on any given date and time receives the parking pass in a timely manner.

"FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham and 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 City of Birmingham."

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

By: Bernard Brewer
Performer

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 14th day of July, 2022, before me personally appeared Bernard Brewer who acknowledged that he signed this Agreement.

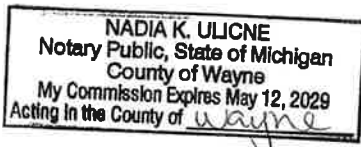
Nadia K. Ulicne
Notary Public

Wayne County, Michigan
Acting in Wayne County, Michigan

My commission expires: 5-12-2029

**BIRMINGHAM
SHOPPING DISTRICT**

By: _____
Geoffery Hockman
Its: Chairman



APPROVED:

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

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

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

Jana Ecker, BSD Interim Exec. Director
(Approved as to substance)

(Approval is required in accordance with Sec. 2-289)



NATISAN-01

JGIBSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kaercher Insurance 9555 Hillwood Drive Suite 140 Las Vegas, NV 89134	CONTACT NAME: Jacqui Gibson	
	PHONE (A/C, No, Ext): (702) 304-7801	FAX (A/C, No):
INSURED Nationwide Santas c/o Gina Bacon 4132 S. Rainbow Blvd #160 Las Vegas, NV 89103	E-MAIL ADDRESS: Jacque.Gibson@aleragroup.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: HDI Global Specialty SE	
	INSURER B: Lloyd's Underwriters	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		18LB3316	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Per Member Limit App						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Member						PERSONAL & ADV INJURY \$ 1,000,000
	AUTOMOBILE LIABILITY						GENERAL AGGREGATE \$ 3,000,000
	ANY AUTO OWNED AUTOS ONLY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	HIRED AUTOS ONLY						HNOA \$ 1,000,000
	SCHEDULED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		18EX2324	8/1/2021	8/1/2022	BODILY INJURY (Per accident) \$
	DED \$ RETENTION \$						PROPERTY DAMAGE (Per accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L EACH ACCIDENT \$
A	World Wide Coverage			18LB3316	8/1/2021	8/1/2022	E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Santa portrayal by NS member Bernard Brewer effective 09/17/2021. The Principal Shopping District and 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 are included as an Additional Insured with regards to the General Liability. Coverage includes "Abuse & Molestation" with limits of 300,000 per occurrence/ 500,000 aggregate for this member. This coverage only applies with acceptable background check verified by or on file with NS.

CERTIFICATE HOLDER

CANCELLATION

Birmingham Shopping District
City of Birmingham
151 Martin St
Birmingham, MI 48009

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGREEMENT

THIS AGREEMENT, made this 8 day of JULY 2022, by and between the **Birmingham Shopping District**, having its principal office at 151 Martin, Birmingham, MI 48009 (hereinafter sometimes called "BSD"), and **RANDYL LEE WAGNER**, (hereinafter called "Performer") provides as follows:

WITNESSETH:

WHEREAS, the BSD desires to have individuals dress and act as Santa Claus for scheduled dates during the months of November and December 2022, for its annual Santa House holiday event.

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

1. Performances shall take place at the Santa House, or in such other location as the BSD shall designate, or unless otherwise specified in paragraph 3.
2. The BSD shall pay an hourly rate of \$115 per hour to the Performer for these performances for a total amount not to exceed \$5,175.00 for the performances. This amount shall be reduced by any and all deposits or pre-payments paid to the Performer by the BSD. Payment shall be made by the BSD as follows: 1/3 shall be paid as a retainer fee on November 15, 2022; 1/3 on or before December 14, 2022; and the remaining balance shall be paid no later than January 19, 2023.
3. The dates and times of the performances shall be as follows:

<u>DAY</u>	<u>DATE</u>	<u>TIME</u>
Saturday	November 26, 2022	9:30 A.M. until 4:30 P.M.
Sunday	November 27, 2022	10 A.M. until 4:30 P.M.
Saturday	December 3, 2022	10 A.M. until 3:00 P.M.
Saturday	December 10, 2022	10:00 A.M. until 4:30 P.M.
Saturday	December 17, 2022	10:00 A.M. until 5:00 P.M.
Sunday	December 18, 2022	10:00 A.M. until 4:30 P.M.
Saturday	December 24, 2022	10:00 A.M. until 4:30 P.M.

Total= 45 Hours

4. The Performer acknowledges there is a potential for risk of injury or contracting a communicable disease while performing as Santa Claus for the BSD. In exchange for the consideration stated herein, the Performer hereby knowingly and voluntarily waives any and all rights, claims, causes of action of any kind whatsoever arising out of performing the contractual activities required hereby and does hereby release and forever discharge the BSD, its affiliates, members, managers, agents, staff, volunteers, heirs, assigns and attorneys for any physical injury, illness, or psychological injury or property damage including but not limited to illness, injury, paralysis, disability, death or economic loss that the Performer may suffer as a direct result of such contractual activity.

5. The Performer shall report to the BSD Director or designee fifteen (15) minutes prior to the time that the performances are scheduled to begin at City Hall.

6. The BSD shall supply a chair for use by the Performer.

7. If the BSD requests the Performer to work beyond the time that a performance is scheduled to end and the Performer agrees to continue working, the additional work shall be considered to be overtime and the BSD shall pay the Performer at the rate of \$86_ for each additional thirty (30) minutes of work, or portion thereof, by the Performer. All overtime shall be authorized in advance by a BSD representative who shall be designated by the BSD prior to the start of the performance. Payment for overtime will be paid in the remaining balance portion due no later than January 19, 2023.

8. The Performer shall be of high moral character. The BSD will perform a background check on the Performer before the first payment is made to the Performer on November 15, 2022. Payment will only be made upon successful background clearance. The Performer acknowledges that he will come in contact with children of young age and will act appropriately during all performances. The Performer shall display an engaging/outgoing personality representing Santa Claus. The Performer shall not take phone calls, text, smoke, or partake in any behavior out of character of Santa Claus during his performance. Performer must have a natural beard, eyeglasses and rosy cheeks. The Performer shall be equipped to bring joy to children with holiday spirit and reference North Pole, reindeer, elves, etc. The Performer shall encourage visitors to shop for gifts in local Birmingham businesses.

9. The Performer shall be required to receive the COVID-19 vaccination(s), allowing for the required time to elapse for effectiveness before performing under this Agreement. The Performer shall provide documentation of the required COVID-19 vaccination(s) upon execution of this Agreement.

10. The BSD shall have the right to remove any Performer performing pursuant to this Agreement for any reason in the BSD's sole discretion. If a Performer is removed from a performance because the Performer was engaging in behavior that the BSD believes to be improper or inappropriate, as determined solely by the BSD, the BSD shall be entitled to a reduction in the total fee set forth in paragraph 2 in the amount of \$115 for each hour, or any portion thereof, of a performance that a Performer is not performing. This paragraph shall in no way limit the BSD's rights and remedies in the event of a breach of this Agreement by the Performer.

11. The Performer and the BSD agree that the Performer is acting as an independent contractor with respect to the Performer'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 Performer nor its employees shall be construed as employees of the BSD or the City of Birmingham. 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 Performer 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 Performer shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the BSD or the City of Birmingham, or be deemed an employee of the BSD or the City of Birmingham for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer

contributions on behalf of the BSD or the City of Birmingham. The Performer agrees that it will apply for and secure all permits and approvals as may be required from the BSD in accordance with the provisions of applicable laws and ordinances of the BSD, State of Michigan or federal agencies.

12. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Performer 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.

13. 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.

14. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Performer without the prior written consent of the BSD. Any attempt at assignment without prior written consent shall be void and of no effect.

15. To the fullest extent permitted by law, Performer agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham and the BSD, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham and the BSD 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 of Birmingham and the BSD, its elected and appointed officials, employees, volunteers or others working on

behalf of the City of Birmingham and the BSD, by reason of personal injury, or illness, 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, including any claims, demands or suits asserted against the BSD or the City by a Performer. 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 of Birmingham and the BSD.

16. The Performer shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the BSD.

- A. Commercial General Liability Insurance: Performer 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 Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- B. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The BSD and 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.

- C. Professional Liability: Professional liability insurance with limits of not less than \$2,000,000 per claim if Performer will provide service that are customarily subject to this type of coverage.
- D. Cancellation Notice: 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: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- E. Proof of Insurance Coverage: Performer 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 Commercial General Liability Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 3) If so requested, Certified Copies of all policies mentioned above will be furnished.
- F. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Performer shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- G. Maintaining Insurance: Upon failure of Performer 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.

17. The City of Birmingham and the BSD will not enter into a contract to furnish materials or services to the BSD from any BSD official, his spouse, child or parent, or from any corporation, association or partnership in which any BSD official, his spouse, child or parent, has any direct or indirect interest.

Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or unincorporated business shall not be deemed to be a disqualifying interest. Employment by a business entity shall be deemed to be a disqualifying interest only if such employment is in an administrative, managerial or executive capacity in which the employee could in any way influence the decisions of the business entity with regard to contract proposals or other transactions.

Every contract entered into by the City of Birmingham/BSD shall contain a provision to the effect that if subsequent to entering into the contract a City official, his spouse, child or parent shall become directly or indirectly interested in the contract without further liability if the disqualification has not been removed within thirty (30) days after the City/BSD has given notification of the disqualifying interest.

18. 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, 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. This Agreement shall be governed by the laws of the State of Michigan 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.

19. This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, except as specifically set forth herein. No supplement, modification, addition, deletion or waiver of this Agreement or any provision of this Agreement shall be binding unless executed in writing by both parties to be bound thereby.

20. The BSD may terminate this Agreement at any time for any reason. In the event of termination, the Performer shall be paid in the amount of \$115 multiplied by the number of performance hours satisfactorily provided by the Performer. Any additional amounts paid in advance by the BSD shall be returned by the Performer within seven (7) days after a written demand is made by the BSD.

21. This Agreement shall commence immediately after both parties have signed in the place and manner indicated below and shall terminate upon completion of the performances for the 2022 holiday season.

22. BSD shall provide one (1) parking pass to Performer, which will allow a Performer to park near the Santa House thirty (30) minutes prior to each performance until fifteen minutes after each performance. It shall be the Performer's responsibility to ensure that

the Performer scheduled on any given date and time receives the parking pass in a timely manner.

"FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham and 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 City of Birmingham."

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

By: _____

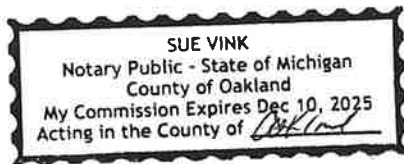
Performer

STATE OF MICHIGAN)

) ss:

COUNTY OF OAKLAND)

On this 8th day of July, 2022, before me personally appeared Randy L. Wagner who acknowledged that he signed this Agreement.



Notary Public

Oakland County, Michigan
Acting in _____ County, Michigan

My commission expires: 12/10/25

**BIRMINGHAM
SHOPPING DISTRICT**

By: _____

Geoffery Hockman

Its: Chairman

APPROVED:

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

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

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

Jana Ecker, BSD Interim Exec. Director
(Approved as to substance)

(Approval is required in accordance with Sec. 2-289)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Kaercher Insurance
9555 Hillwood Drive Suite 140
Las Vegas, NV 89134

CONTACT Jacqui Gibson
NAME
PHONE
(A/C, No, Ext): **FAX**
(A/C, No):
E-MAIL ADDRESS jgibson@kaercherinsurance.com

INSURER(S) AFFORDING COVERAGE**NAIC #****INSURER A** HDI Specialty SE**INSURER B** Lloyds Underwriters**INSURER C****INSURER D****INSURER E****INSURER F****INSURED**

Randy Lee Wagner
291 Marquette Drive
Rochester Hills, Michigan 48307

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD RYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse/Molestation GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER Per Member AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	18LB3316	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 HNOA \$ Included COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		18EX2324	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE DTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Worldwide Endorsement Included		18LB3316	8/1/2021	8/1/2022	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

The PSD and 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.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE*Jacqui Gibson*

AGREEMENT

THIS AGREEMENT, made this 21st day of June 2022, by and between the **Birmingham Shopping District**, having its principal office at 151 Martin, Birmingham, MI 48009 (hereinafter sometimes called "BSD"), and **JOSEPH EDIE**, (hereinafter called "Performer") provides as follows: *EADIE*

WITNESSETH:

WHEREAS, the BSD desires to have individuals dress and act as Santa Claus for scheduled dates during the months of November and December 2022, for its annual Santa House holiday event.

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

1. Performances shall take place at the Santa House, or in such other location as the BSD shall designate, or unless otherwise specified in paragraph 3.
2. The BSD shall pay an hourly rate of \$115 per hour to the Performer for these performances for a total amount not to exceed \$1,035.00 for the performances. This amount shall be reduced by any and all deposits or pre-payments paid to the Performer by the BSD. Payment shall be made by the BSD as follows: 1/3 shall be paid as a retainer fee on November 15, 2022; 1/3 on or before December 14, 2022; and the remaining balance shall be paid no later than January 19, 2023.
3. The dates and times of the performances shall be as follows:

<u>DAY</u>	<u>DATE</u>	<u>TIME</u>
Sunday	December 11, 2022	10:00 A.M. until 4:30 P.M.
Saturday	December 17, 2022	5:00 P.M. until 7:30 P.M.

Total= 9 Hours

4. The Performer acknowledges there is a potential for risk of injury or contracting a communicable disease while performing as Santa Claus for the BSD. In exchange for the consideration stated herein, the Performer hereby knowingly and voluntarily waives any and all rights, claims, causes of action of any kind whatsoever arising out of performing the contractual activities required hereby and does hereby release and forever discharge the BSD, its affiliates, members, managers, agents, staff, volunteers, heirs, assigns and attorneys for any physical injury, illness, or psychological injury or property damage including but not limited to illness, injury, paralysis, disability, death or economic loss that the Performer may suffer as a direct result of such contractual activity.

5. The Performer shall report to the BSD Director or designee fifteen (15) minutes prior to the time that the performances are scheduled to begin at City Hall.

6. The BSD shall supply a chair for use by the Performer.

7. If the BSD requests the Performer to work beyond the time that a performance is scheduled to end and the Performer agrees to continue working, the additional work shall be considered to be overtime and the BSD shall pay the Performer at the rate of \$86_ for each additional thirty (30) minutes of work, or portion thereof, by the Performer. All overtime shall be authorized in advance by a BSD representative who shall be designated by the BSD prior

to the start of the performance. Payment for overtime will be paid in the remaining balance portion due no later than January 19, 2023.

8. The Performer shall be of high moral character. The BSD will perform a background check on the Performer before the first payment is made to the Performer on November 15, 2022. Payment will only be made upon successful background clearance. The Performer acknowledges that he will come in contact with children of young age and will act appropriately during all performances. The Performer shall display an engaging/outgoing personality representing Santa Claus. The Performer shall not take phone calls, text, smoke, or partake in any behavior out of character of Santa Claus during his performance. Performer must have a natural beard, eyeglasses and rosy cheeks. The Performer shall be equipped to bring joy to children with holiday spirit and reference North Pole, reindeer, elves, etc. The Performer shall encourage visitors to shop for gifts in local Birmingham businesses.

9. The Performer shall be required to receive the COVID-19 vaccination(s), allowing for the required time to elapse for effectiveness before performing under this Agreement. The Performer shall provide documentation of the required COVID-19 vaccination(s) upon execution of this Agreement.

10. The BSD shall have the right to remove any Performer performing pursuant to this Agreement for any reason in the BSD's sole discretion. If a Performer is removed from a performance because the Performer was engaging in behavior that the BSD believes to be improper or inappropriate, as determined solely by the BSD, the BSD shall be entitled to a reduction in the total fee set forth in paragraph 2 in the amount of \$115 for each hour, or any portion thereof, of a performance that a Performer is not performing. This paragraph shall in

no way limit the BSD's rights and remedies in the event of a breach of this Agreement by the Performer.

11. The Performer and the BSD agree that the Performer is acting as an independent contractor with respect to the Performer'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 Performer nor its employees shall be construed as employees of the BSD or the City of Birmingham. 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 Performer 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 Performer shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the BSD or the City of Birmingham, or be deemed an employee of the BSD or the City of Birmingham for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the BSD or the City of Birmingham. The Performer agrees that it will apply for and secure all permits and approvals as may be required from the BSD in accordance with the provisions of applicable laws and ordinances of the BSD, State of Michigan or federal agencies.

12. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Performer 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.

13. 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.

14. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Performer without the prior written consent of the BSD. Any attempt at assignment without prior written consent shall be void and of no effect.

15. To the fullest extent permitted by law, Performer agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham and the BSD, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham and the BSD 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 of Birmingham and the BSD, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham and the BSD, by reason of personal injury, or illness, 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, including any claims, demands or suits asserted against the BSD or the City by a Performer. Such responsibility shall not be construed as liability for damage caused by or resulting from the

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16. The Performer shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan.

All coverages shall be with insurance carriers acceptable to the BSD.

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- E. Proof of Insurance Coverage: Performer 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 Commercial General Liability Insurance;
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- F. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Performer shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- G. Maintaining Insurance: Upon failure of Performer 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.

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could in any way influence the decisions of the business entity with regard to contract proposals or other transactions.

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between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

19. This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, except as specifically set forth herein. No supplement, modification, addition, deletion or waiver of this Agreement or any provision of this Agreement shall be binding unless executed in writing by both parties to be bound thereby.

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"FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham and 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 City of Birmingham."

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

By: 

Performer

Tricia S Sweet

Notary Public - State of Michigan

County of Lenawee

My Commission Expires 09/10/2024

STATE OF MICHIGAN)

) ss:

COUNTY OF OAKLAND)

On this 21st day of June, 2022, before me personally appeared Joseph Eadie who acknowledged that he signed this Agreement.



Notary Public

Lenawee County, Michigan

Acting in Washtenaw County, Michigan

My commission expires: 9-10-24

**BIRMINGHAM
SHOPPING DISTRICT**

By: _____

Geoffery Hockman

Its: Chairman

APPROVED:

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

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

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

Jana Ecker, BSD Interim Exec. Director
(Approved as to substance)

(Approval is required in accordance with Sec. 2-289)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kaercher Insurance 9555 Hillwood Drive Suite 140 Las Vegas, NV 89134	CONTACT NAME: Jacqui Gibson	
	PHONE (A/C. No. Ext):	FAX (A/C. No):
INSURED International Brotherhood of Real Bearded Santas PO Box 72122 Phoenix AZ 85050	E-MAIL ADDRESS: jgibson@kaercherinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse/Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Member	X		PHPK2308278	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Worldwide Endorsement Included			PHPK2308278	9/1/2021	9/1/2022	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Santa portrayal by IBRBS member Joseph E Eadie effective 09/17/2021. Certificate Holder is included as an Additional Insured with regards to the General Liability Coverage includes "Abuse & Molestation" with limits of 100,000 per occurrence/ 500,000 aggregate for this member. This coverage only applies with acceptable background check verified by or on file with IBRBS.

CERTIFICATE HOLDER**CANCELLATION**Joseph E Eadie
6591 Pleasant Lake Road
Ann Arbor MI 48103

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jacqui Gibson



Birmingham Shopping District
Meeting Date: 03/03/2022
151 Martin Street
Birmingham, MI 48009
248-530-1200
ALLINBirmingham.com

MEMORANDUM

DATE: July 28, 2022
TO: BSD Board of Directors
FROM: Jana Ecker, Interim Executive Director
SUBJECT: CoStar License Agreement

In April 2018, former Executive Director Tighe signed a three year agreement for a subscription to CoStar data service, at an initial cost of \$680 / month for the first year, after that \$850 / month and \$10,200 / year. The terms and conditions of this agreement are posted on CoStar's website, which is noted in the fine print on the agreement. The terms and conditions establish the notice period and requirements to terminate the agreement (90 days prior to April 21 of each year), establish an automatic one year renewal each year in which proper notice of termination is not given, and also establish penalties and fees for breach of contract. No record has been found that would indicate that this agreement was reviewed by the City Attorney or approved by the BSD board.

Upon receipt of recent invoices for \$918 / month for the CoStar subscription, research was conducted to determine if a valid agreement was still in place and if the data service was currently in use by BSD staff after the departure of Executive Director Kammer. It was determined that none of the current staff members use the data service, nor have login access to the service. CoStar was contacted for evidence of a contract, which is attached for your review.

The City Attorney reviewed the agreement and determined that a valid agreement was in place, given the extensive terms and conditions included within the agreement, and that an automatic renewal occurred every year if notice of termination was not given 90 days prior to the date the agreement was executed. Further, the City Attorney advised that the agreement also states that if the BSD does not terminate the agreement in accordance with the terms and conditions, the



Birmingham Shopping District
Meeting Date: 03/03/2022
151 Martin Street
Birmingham, MI 48009
248-530-1200
ALLINBirmingham.com

BSD may be liable for breach of contract, and the penalties outlined in the terms and conditions include penalty fees, reimbursement of the 20% discount that the BSD was given on the data subscription for the first 3 years, payment at full price through the end of the current year and any attorney fees accrued as a result of the breach.

Accordingly, on July 27, 2022, the Executive Committee discussed this matter, and recommended that the BSD board terminate the contract with CoStar at the August meeting.

Suggested Motion:

Motion to terminate the license agreement with CoStar by providing written notice of termination to CoStar in January 2023, 90 days prior to April 21, 2023 and to authorize the Executive Director to provide this notice of termination in accordance with the terms and conditions attached to the CoStar license agreement.

CoStar License Agreement Subscription Form

FOR INTERNAL ONLY: (Ref ID) 799741	
AE:	Rebecca Cadle
Location ID:	204541
Business Code:	Government



Licensee: Birmingham Shopping District		Location ID: 204541	
Address: 151 Martin St		City/State/Zip: Birmingham, MI 48009	
Fax:		Telephone: 2485301200	
Bill-To Contact: Ingrid Tighe		Email for Bill-to-Contact: itighe@bhamgov.org	
USE	BILLING CYCLE	PAYMENT METHOD	
Total No. Sites: 1	<input checked="" type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Check	
Total No. Authorized Users (All Sites): 1	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Automatic Withdrawal	
	<input type="checkbox"/> Yearly		
TERM	COMPS HISTORICAL DATA	KEY TOKENS	
Three Years Initial Term	From (MM/YY): 1/1999 (COMPS Subscribers)	Total Number of Key Tokens: 0	
START DATE			
Immediate Start			
LICENSE TYPE			
Site License			
SCHEDULE			
Site	Market	Product Description	Monthly License Fees (Before Tax)
204541	Detroit	CoStar Suite	\$850.00
Total Monthly Fees From Additional Schedule of Services			
Total Monthly License Fees:			\$850.00
Discounted Monthly License Fees:			Per Note Below


The monthly license fees for this proposal shall be discounted by (20.00%) from the Start Date through the end of the 36th full month of the Initial Term (the "Discount Period"). Thereafter, Licensee shall pay the License Fees as set forth in the Subscription Form above and in accordance with the terms and conditions of this Agreement. In the event Licensee breaches this Agreement for any reason, including, without limitation, early termination, Licensee shall be liable for the License Fees during the Discount Period, in addition to any payments or penalties for Licensee's breach set forth in this Agreement.

Notes:

This Subscription Form, including the Terms and Conditions (available at www.costar.com/CoStarTerms-and-Conditions), any addenda and any exhibits attached hereto between CoStar Realty Information, Inc. ("CoStar") and the above-named Licensee (collectively, the "Agreement"), establishes the terms and conditions under which CoStar will license the products set forth in this Agreement. The Terms and Conditions that are an integral part of the Agreement being formed hereby. In addition, this Agreement incorporates by reference the website Terms of Use (the "Website Terms of Use") available online at www.costar.com. By using the Licensed Product, Licensee agrees to comply with the Website Terms of Use and to regularly review such terms for updates and changes. To the extent a conflict exists, the Subscription Form and the Terms and Conditions shall govern over the Website Terms of Use. Terms used on this Subscription Form and not otherwise defined shall have the meanings set forth in the Terms and Conditions.

In the event that Licensee does not execute this Agreement by the following date 4/30/2018, the terms of this Agreement shall become null and void, provided, that if Licensee executes this Agreement after such date and CoStar countersigns this Agreement, then this Agreement shall be valid and binding on the parties. The person executing this Agreement on behalf of Licensee represents and warrants that he or she has been authorized to do so and that all necessary actions required for the execution have been taken. CoStar hereby provides notice that only an authorized officer of CoStar can execute this Agreement on behalf of CoStar. The parties hereby acknowledge that this Agreement may be executed and delivered by facsimile and such facsimile shall constitute a legal and binding agreement on the parties.

CoStar Realty Information, Inc.

By: 
 Name: Max Linnington
 Title: SVP Sales & Customer Service
 Date: Apr 27, 2018
 Address: 1331 L St NW

Licensee

Signature: 
 Print Name: Ingrid S. Tighe
 Title:
 Date: Apr 30, 2018
 Address: 151 Martin St

CoStar License Agreement Subscription Form

FOR INTERNAL ONLY: (Ref ID) 789741	
AE:	Rebecca Cadle
Location ID:	204541
Business Code:	Government



Address: Washington, DC 20005-4101

Address: Birmingham, MI 48009

Fax #:

Licensee: Birmingham Shopping District	Location ID: 204541
Address: 151 Martin St	City/State/Zip: Birmingham, MI 48009
Total Number of Authorized Users at Site 1	

USERS AT ABOVE LISTED SITE

Contact Name: Ingrid Tighe	Phone: 248-530-1200
Email: itighe@bhamgov.org	Role: User



CoStar Product Terms and Conditions

1. License. (a) This Agreement between CoStar Realty Information, Inc. and/or STR, LLC, a wholly-owned subsidiary of CoStar Realty Information, Inc. (collectively, "CoStar"), and Licensee concerns one or more products developed and maintained by CoStar consisting of one or more of the following: (1) a proprietary database (the "Database") of commercial real estate and/or lodging industry information, including but not limited to, the information, text, photographic and other images and data contained in or supplied from the Database (collectively, the "Information") and the proprietary organization and structures for categorizing, sorting and displaying such Information; (2) forecasts, evaluations, simulations, assessments, models, processes, methods, techniques, applications, procedures, formulae, algorithms and other analyses related to real estate, lodging industry and/or securities, including but not limited to those related to the Licensee's portfolio or otherwise resulting from the performance of services rendered in connection with any consulting agreement between CoStar and Licensee (the "Analysis"); (3) commercial real estate and/or lodging industry market reports, which may contain elements of the Database or the Analysis (for the purposes of this Agreement, the "CoStar Market Reports"); (4) related software (the "Software") and (5) the STR Benchmark product, including, but not limited to, hotel and lodging reports and benchmarking services (the "STR Benchmark Product"), which, if Licensee receives such product, shall be subject to additional terms and conditions located here: <https://www.costar.com/CoStarTerms-and-Conditions/STRBenchmarking> (the "STR Benchmark Terms"). Those portions of the Software, Database, Analysis and CoStar Market Reports that are licensed hereunder, including any updates or modifications thereto, and any information derived from the use of the Database, Analysis or CoStar Market Reports, including as a result of the verification of any portion of the Information, Analysis or CoStar Market Reports by Licensee, are collectively referred to herein as the "CoStar Product." The CoStar Product and the STR Benchmark Product are collectively referred to herein as "Licensed Product." (b) During the term of this Agreement, CoStar hereby grants to Licensee a nonexclusive, nontransferable license to use only those portions of the Licensed Product that are expressly identified on the Subscription Form into which these CoStar Product Terms and Conditions and STR Benchmark Terms (if applicable) are incorporated by reference, subject to and in accordance with the terms of this Agreement. (c) The CoStar Product may be used by no more than the number of users set forth on the Subscription Form and associated with the site(s) specifically identified therein. Except where Licensee is an individual, and therefore the sole Authorized User, all of such users (the "Authorized Users") must be individuals who are (1) employed by Licensee or an Exclusive Contractor of Licensee at a site identified on the Subscription Form and (2) included on CoStar's list of Authorized Users and associated sites for the CoStar Product. Licensee understands that all individuals that benefit from the CoStar Product at each licensed site, which for the avoidance of doubt includes, without limitation, any broker, agent, researcher, analyst, appraiser, surveyor, valuer, investment professional (including those making/assisting with investment or lending decisions), advisor, underwriter, asset manager, sales or other similar personnel (including, but not limited to, managers or directors managing such personnel) must be an Authorized User and Licensee agrees to notify CoStar if the number of such individuals at a site exceeds the number of Authorized Users set forth in this Agreement. An "Exclusive Contractor" is defined as an individual person working solely for Licensee and not also for themselves or another company with commercial real estate or lodging industry information needs and performing substantially the same services for Licensee as an employee of Licensee. (d) Licensee will ensure that access to and use of the Licensed Product, and the user names and passwords (collectively, the "Passcodes") and any other authentication method used to access the Licensed Product are available only to Authorized Users, and will not allow anyone other than an Authorized User access to the Licensed Product or Passcodes for any reason.

2. Use. (a) Subject to the prohibitions set forth below, during the term of this Agreement, Licensee may, in the ordinary course of business: (1) use the CoStar Product for Licensee's internal research purposes; and (2) use the Database (A) to provide information regarding particular properties to its clients and prospective clients; (B) to market particular properties, and (C) to support its valuation, appraisal or counseling regarding a specific property. Licensee may also in the ordinary course of its business share or distribute to clients limited amounts of Information and limited excerpts and discrete portions of Analysis, including



such CoStar Excerpts are only supportive of the substance of the Client Materials; (ii) Licensee shall be liable for any such distribution of the CoStar Excerpts; (iii) Licensee shall always acknowledge CoStar as the source of the CoStar Excerpts within the Client Materials; (iv) the Client Materials shall not include full copies or substantial portions of any CoStar Market Reports and may contain only limited amounts of building-specific and tenant-specific Information; and (v) the Client Materials are not commercially or generally distributed. Subject to Sections 2(b) and 2(c), Licensee may print Information or copy Information into desktop, mobile, or cloud-based word processing, spreadsheet, presentation programs, or general purpose productivity software packages (or any other software programs with the express written consent of CoStar), so long as the level of Information being printed or copied is reasonably tailored for Licensee's purposes, insubstantial, in the ordinary course of Licensee's business, and used in compliance with this Section. No such programs or storage solutions may be used to create a searchable and/or competitive database of any portion of the CoStar Product, which, for the avoidance of doubt, means a database that permits its users to search for and/or extract individual records or data points within such records. (b) Except as set forth in Section 2(a) and in the STR Benchmark Terms, or as may otherwise be agreed to by parties, Licensee shall not distribute, disclose, copy, reproduce, make available, communicate to the public by telecommunication, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including, without limitation, in electronic form), any portion of the Licensed Product, or modify, adapt or create derivative works of the Licensed Product. (c) Notwithstanding any other provision herein, Licensee shall not: (1) upload, post or otherwise transmit any portion of the Licensed Product on, or provide access to any portion of the Licensed Product through, the Internet, any bulletin board system, any electronic network, any listing service or any other data sharing arrangement not restricted exclusively to Licensee and the Authorized Users, except that (i) Licensee may e-mail a report containing Information or CoStar Excerpts that complies with Section 2(a) to a limited number of its clients and prospective clients, and (ii) for brokerage or other similar commercial real estate Licensees, Licensee may display solely on its own website photographs from the Licensed Product that depict properties that Licensee owns, controls, represents or holds exclusives, provided that under no circumstances shall such photographs be posted on any website that may compete with the Licensed Product; (2) use any portion of the Licensed Product to create, directly or indirectly, any database or product without the express written permission from CoStar; (3) access or use the Licensed Product if Licensee is a direct or indirect competitor of CoStar or provide any portion of the Licensed Product to any direct or indirect competitor of CoStar; (4) store, copy or export any portion of the Licensed Product into any database or other software program, except as set forth in Section 2(a); (5) modify, merge, scrape, disassemble or reverse engineer any portion of the Licensed Product; (6) use, reproduce, publish or compile any Information or Analysis for the purpose of selling or licensing such information or making such information publicly available; (7) use or distribute Information or Analysis that has been verified or confirmed by Licensee for the purpose of developing or contributing to the development of any database, product or service; (8) use any portion of the Licensed Product in a manner that would violate any U.S., United Kingdom, Canadian, European Union or other international, provincial, state or local law, regulation, rule, ordinance or common-law principle, including real estate practice, competition, marketing, advertising, defamation, securities, spam and privacy laws; or (9) (A) use any portion of the Licensed Product in any securities offering materials, registration statement, prospectus or other filing with the U.S. Securities and Exchange Commission or a foreign securities regulator (or other materials in each case), (B) incorporate by reference any portion of the Licensed Product into any such registration statement, prospectus or other filing or (C) use any portion of the Licensed Product in any filing with any federal, provincial, state, local or foreign governmental authority; each case of (A), (B) and (C) being in connection with the offer or sale of securities.

3. Ownership. Licensee acknowledges that the Information is comprised of data that is owned by CoStar and its licensors and that CoStar and its licensors have and shall retain exclusive ownership of all proprietary rights to the CoStar Product, including all U.S., United Kingdom, Canadian, European Union or other international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. This is a license agreement and not an agreement for sale. Licensee shall have no right or interest in any portion of the CoStar Product except the right to use the CoStar Product as set forth herein. Licensee acknowledges that the Licensed Product constitute the valuable property and confidential copyrighted information of CoStar and its licensors (collectively, the "Proprietary Information"). Licensee agrees to (a)



validity or enforceability of their rights in and to) the Proprietary Information, and (c) not remove, conceal, obliterate or circumvent any copyright or other notice or license, use or copying technological measure or rights management information included in the Licensed Product. Licensee shall be liable for any violation of the provisions of this Agreement by any Authorized User and by Licensee's employees, Exclusive Contractors, affiliates and agents and for any unauthorized use of the Licensed Product by such persons. Without CoStar's consent, Licensee may not use or reproduce any trademark, service mark or trade name of CoStar or its licensors. Nothing in this Agreement will restrict CoStar from freely using for any purpose, without compensation, any Licensee idea, suggestion, enhancement or other feedback relating to the Licensed Product or new products, features or tools, or any portion thereof.

4. Term. The term of this Agreement shall begin on the Start Date, shall continue for the initial term specified on the Subscription Form (the "Initial Term"), and shall expire at the end of such Initial Term on the last day of the calendar month in which the Start Date occurred, unless earlier terminated pursuant to the terms hereof. This Agreement shall continue thereafter for successive periods of one (1) year (each such successive period being a "Renewal Term") commencing on the day after the last day of the Initial Term or any Renewal Term, unless at least sixty (60) days prior to the last day of the Initial Term or any Renewal Term, either party has provided the other written notice of an intent not to renew. Licensee acknowledges that it is responsible for payment of License Fees (as defined below) pursuant to Section 5 for the entire Renewal Term unless the Agreement is terminated in accordance with the notice provisions of this Section. The "Start Date" shall be the date of dissemination by CoStar of a Passcode for such Licensed Product to Licensee; provided, that for existing customers with Passcodes, the "Start Date" shall be the date the Agreement is fully executed.

5. License Fees. Licensee agrees to pay the license fees and all other fees set forth in this Agreement in the currency set out on the Subscription Form (the "License Fees"). Licensee's obligation to pay such fees shall begin on the Start Date. CoStar will send invoices for the License Fees by email, regular mail or both. In addition to anything set forth herein, CoStar may: (a) on each anniversary of the last day of the calendar month in which the Start Date occurred, increase the License Fees by a percentage equal to the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the previous twelve months; and (b) at any time during a Renewal Term increase the License Fees or charge other fees for any portion of the Licensed Product or service provided by CoStar, provided, that if Licensee does not agree to the increase or charge implemented solely under this Section 5(b), then Licensee may give CoStar written notice of termination within sixty (60) days of CoStar's notice of such increase or charge, in which case Licensee shall continue to pay the License Fees in place before the proposed increase or charge until the last day of the calendar month in which Licensee's notice of termination is delivered, and this Agreement shall terminate with respect to such portion of the Licensed Product on such date. All fees shall be billed in advance in accordance with the billing cycle identified herein and are due net thirty days. All payments received after the due date may be subject to a late payment charge from such due date until paid at a rate equal to the maximum rate permitted under applicable law. In all cases, the amount of License Fees shall be paid by Licensee to CoStar in full without any right of set-off or deduction. CoStar may accept any payment without prejudice to its rights to recover the balance due or to pursue any other right or remedy. No endorsement or statement on any check, payment, or elsewhere will be construed as an accord or satisfaction. The License Fees do not include value added, sales, use, excise or any other taxes or fees now or hereafter imposed by any governmental authority with respect to the Licensed Product. CoStar shall not be bound to use third party payment vendors, and any fees charged by such vendors shall be added to the License Fees payable hereunder. At CoStar's option, Licensee shall pay such taxes or fees directly or pay to CoStar any such taxes or fees immediately upon invoicing by CoStar.

6. Termination. (a) Either party may terminate any portion of this Agreement in the event of: (1) any breach of a material term of this Agreement by the other party which is not remedied within thirty (30) days after written notice to the breaching party; or (2) the other party making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within 30 days of such filing. (b) CoStar may terminate any portion of this Agreement immediately without further obligation to Licensee: (1) upon CoStar's good faith determination of any



particular product, upon five (5) days' written notice at any time in CoStar's sole discretion, in which case CoStar shall refund any fees paid by Licensee to license the terminated portion of the Licensed Product after the effective date of such termination, and Licensee shall be released of its obligation to pay the associated License Fees due in respect of terminated portion of the Licensed Product after the date of such termination; or (3) in the event (i) Licensee is directly or indirectly owned or controlled (50% or more in the aggregate) by any individual or entity (A) designated pursuant to an economic sanctions program administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), including but not limited to the Specially Designated Nationals and Blocked Persons List and the Sectoral Sanctions Identifications List or (B) who is located, organized, or resident in a country or territory that is, or whose government currently is, the target of comprehensive embargoes imposed by the U.S. government; (ii) Licensee is designated on the Entity List administered by the U.S. Department of Commerce's Bureau of Industry and Security; or (iii) Licensee is in material violation of applicable human trafficking or child labor laws. (c) CoStar may interrupt the provision of any portion of the Licensed Product to Licensee upon CoStar's good faith determination of any violation by Licensee of any provision of Section 1, 2, 3 or 13(a) hereunder, or any material provision of any other agreement between the parties or their affiliates, and Licensee shall continue to be responsible for all License Fees, provided that Licensee shall not be responsible for License Fees for an interrupted period if there was not an actual violation. CoStar will restore the provision of the Licensed Product only if all amounts due hereunder are paid and if, in CoStar's reasonable opinion, CoStar has received satisfactory assurances as to the cessation of the violation. (d) Upon Licensee's breach of any term of this Agreement that leads to a termination of this Agreement, all License Fees and all other fees payable hereunder shall become immediately due and payable in full, and in addition to the foregoing, CoStar's remedies shall include any damages and relief available at law or in equity. If CoStar retains any third party to obtain any remedy to which it is entitled under this Agreement, CoStar shall be entitled to recover all costs, including attorney's fees and collection agency commissions, CoStar incurs.

7. Post-Termination. At termination or nonrenewal of this Agreement, Licensee may no longer use any portion of the Licensed Product in any manner. Within ten (10) days after the effective date of termination or nonrenewal, Licensee will permanently delete or destroy all elements of the Licensed Product under its control and upon request from CoStar, affirm the completion of this process by execution and delivery to CoStar of an affidavit to that effect reasonably satisfactory to CoStar. CoStar may at its sole expense audit Licensee's compliance with this provision and the terms of the Agreement, provided, that such audit will occur under Licensee's reasonable supervision and Licensee shall cooperate in the conduct of the audit. Notwithstanding anything to the contrary in the second sentence of this Section 7, upon any non-renewal or termination of the Agreement, Licensee shall not be required to purge from its hard-copy, electronic or email files STR Benchmarking Deliverables (as defined in the STR Benchmark Terms) or Information that Licensee's Authorized Users incorporated into its own reports, analyses or other materials in compliance with the terms of this Agreement and which are contained in such hard-copy, electronic or email files, (the "Post-Termination Information"); provided, however, that the Post-Termination Information may be retained solely for ordinary corporate systems backup, legal or regulatory purposes and may not be used, copied, distributed or displayed for internal research or marketing or for establishing, populating or being used within any commercial real estate information service or other searchable database or for any other purposes.

8. Licensed Product. Subject to Section 11, during the term of this Agreement, CoStar will provide updated Information and Analysis, as applicable, to Licensee, which updates may be provided through the Internet or in such other manner as determined by CoStar. Licensee is responsible for providing all hardware, software and Internet access necessary to obtain and use the Licensed Product. CoStar reserves the right to modify any part of the Licensed Product or the way the Licensed Product is accessed at any time, so long as such modifications do not significantly degrade the Licensed Product. Licensee shall implement reasonable technical and administrative security controls consistent with industry standards to protect the Licensed Product. In the event of a security incident or breach of Licensee's (or any permissible Licensee third party) system(s) that affect the Licensed Product or any CoStar Information, Licensee shall promptly respond to the incident or breach, mitigate any damage it has caused and notify CoStar with all relevant information associated with the breach or incident.



and/or sale and transaction information with respect to properties that Licensee owns, controls, represents or holds exclusives. Licensee hereby grants to CoStar an irrevocable, non-exclusive license with respect to CoStar's and its affiliates' databases to use, modify, reproduce and sublicense with respect to commercial real estate information available on Licensee's website. CoStar acknowledges that if Licensee provides CoStar with any information or images, Licensee retains its rights to such information and images, even following termination of this Agreement.

10. LIMITATION ON LIABILITY. (a) LICENSEE ACKNOWLEDGES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, COSTAR AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND THIRD PARTY SUPPLIERS (COLLECTIVELY, THE "COSTAR PARTIES") WILL NOT BE HELD LIABLE FOR ANY LOSS, COST OR DAMAGE SUFFERED OR INCURRED BY LICENSEE OR ANY THIRD PARTY INCLUDING WITHOUT LIMITATION THOSE ARISING OUT OF OR RELATED TO ANY FAULTS, INTERRUPTIONS OR DELAYS IN THE LICENSED PRODUCT, OUT OF ANY INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION CONTAINED IN THE LICENSED PRODUCT, REGARDLESS OF HOW SUCH FAULTS, INTERRUPTIONS, DELAYS, INACCURACIES, ERRORS OR OMISSIONS ARISE, OR FOR ANY UNAUTHORIZED USE OF THE LICENSED PRODUCT. (b) THE COSTAR PARTIES' AGGREGATE, CUMULATIVE LIABILITY RELATING TO THIS AGREEMENT AND USE OF THE LICENSED PRODUCT SHALL BE LIMITED TO LICENSEE'S ACTUAL, RECOVERABLE DIRECT DAMAGES, IF ANY, WHICH IN NO EVENT SHALL EXCEED THE TOTAL AMOUNT OF LICENSE FEES ACTUALLY PAID TO COSTAR UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH CLAIM AROSE. RECOVERY OF THIS AMOUNT SHALL BE LICENSEE'S SOLE AND EXCLUSIVE REMEDY. (c) UNDER NO CIRCUMSTANCES WILL ANY OF THE COSTAR PARTIES BE LIABLE FOR LOST PROFITS HOWSOEVER ARISING OR FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING OUT OF, BASED ON, RESULTING FROM OR IN CONNECTION WITH THIS AGREEMENT OR ANY USE OF THE LICENSED PRODUCT, EVEN IF COSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF DAMAGES IN THIS SECTION 10(c) IS INDEPENDENT OF LICENSEE'S EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH REMEDY FAILS. (d) NO ACTION ARISING OUT OF OR PERTAINING TO THIS AGREEMENT MAY BE BROUGHT BY LICENSEE MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN. (e) THE PROVISIONS OF THIS SECTION APPLY WITHOUT REGARD TO THE CAUSE OR FORM OF ACTION, WHETHER THE DAMAGES ARE GROUNDED IN CONTRACT, TORT OR ANY OTHER CAUSE OF ACTION.

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13. Passcodes. (a) Licensee will designate a person authorized to determine and change the level of each Authorized User's access to the Licensed Product and designated to ensure that Licensee complies with this Agreement. No Authorized User may access the Licensed Product using any Passcode other than the Passcodes assigned to such Authorized User. No Authorized User may share his assigned Passcodes with any other person nor allow any other person to use or have access to his Passcodes. During the term of this Agreement, Licensee will promptly notify CoStar of any Authorized User's change of employment or contractor status with Licensee, including, without limitation, termination of an Authorized User's employment or contractual service with Licensee, and upon such termination Licensee shall cease using and destroy the Passcodes for such Authorized User. No Authorized User who ceases to be an employee or Exclusive Contractor of Licensee may use any Passcodes in any manner. (b) Each Authorized User's access to the Licensed Product may be limited to a designated computer and requires the Authorized User to access the Licensed Product solely using the Passcodes and, if required by CoStar, Passcodes with two-factor authentication, including, but not limited to, facial recognition authentication. CoStar is under no obligation to confirm the actual identity or authority of any party accessing the Licensed Product under any Passcode or other authentication method.

14. Indemnification. Licensee agrees to defend, indemnify and hold harmless CoStar, its affiliates, and approved assignees, and their partners, directors, officers, employees and agents for all costs and expenses including, without limitation, attorney's fees, associated with the defense and settlement of any threatened, pending or completed claim, demand or action resulting from, arising out of or relating to Licensee's use or application Licensed Product in contravention of the terms of the Agreement, including, without limitation, a claim under any laws, rules or regulations (a "Claim") and shall pay any judgments or settlements based thereon; provided, that CoStar shall give Licensee prompt written notice of the Claim (provided, however, that CoStar's failure to provide such notice shall not relieve Licensee of its indemnification obligations except to the extent it is prejudiced thereby), sole control of the proceedings or settlement, and, at Licensee's expense, reasonable cooperation, information and assistance in the defense or settlement negotiations. CoStar may, at its own expense, reasonably assist in such defense if it so chooses, provided that Licensee shall control such defense and all negotiations relative to the settlement of any such Claim. This Section shall survive the expiration or termination of the Agreement for any reason. Solely with respect to any Claim under any laws, rules or regulations pursuant to the Section above, if for any reason the foregoing indemnity is unavailable to any CoStar Party, CoStar shall be entitled to seek in a court of competent jurisdiction Licensee's contribution to such Claim under any legal or equitable theories available to it.

15. Notices; Invoices. All notices given hereunder will be in writing and delivered by email, personally mailed by registered or certified mail, return receipt requested, or delivered by a well-recognized overnight courier company. If such notice is being delivered to Licensee, such notice shall be delivered to Licensee's physical address specified on the Subscription Form, email address or to such other address as Licensee may specify, and if being delivered to CoStar, shall be delivered to the physical address set forth on the Subscription Form, Attention: CoStar Sales, or to the email address or such other address as CoStar may specify. All notices will be deemed given if delivered personally or by email, on the day of delivery, if mailed by registered or certified mail, three days after the date of mailing, if delivered by a well-recognized overnight courier company, one day after dispatch, and if delivered by overnight international mail, four days after mailing. Licensee agrees that CoStar may include notices on invoices sent to Licensee by regular mail or email. Pursuant to Section 4 of this Agreement, Licensee may deliver notices of termination to CoStar via email at the following address: cancel@costar.com.



beyond CoStar's control, including industrial disputes, acts of God or government, public enemy, war, fire, other casualty, failure of any link or connection whether by computer or otherwise, or failure of technology or telecommunications or other method or medium of storing or transmitting the Licensed Product.

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18. Choice of Law; Jurisdiction. This Agreement shall be construed under the laws of the District of Columbia without regard to choice of law principles. CoStar irrevocably consents to the exclusive jurisdiction of the federal and state courts located in the District of Columbia for the purpose of any action brought against CoStar in connection with this Agreement or use of the Licensed Product. Licensee irrevocably consents to the jurisdiction and venue of the federal and state courts located in the District of Columbia, or in any State where Licensee's Authorized Users are located, for purposes of any action brought against Licensee in connection with this Agreement or use of the Licensed Product.

19. Miscellaneous. The version of these CoStar Product Terms and Conditions effective as of the time of the parties' full execution of the Agreement shall be attached to, incorporated into and govern the Agreement. The Agreement may not be amended, modified or superseded, nor may any of its terms or conditions be waived, unless expressly agreed to in writing by all parties. This Agreement contains the entire understanding of the parties with respect to the Licensed Product and supersedes any prior oral or written statements by Licensee, CoStar, or their respective representatives and documents with respect to such subject matter; provided, that this Agreement does not supersede any other written license agreement between the parties unless expressly provided herein. Unless otherwise required by applicable law, Licensee agrees to keep the terms of this Agreement strictly confidential. Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement. The foregoing sentences of this Section shall not limit or exclude any liability for fraud. Licensee agrees that CoStar may send to Licensee and its employees, Authorized Users and Exclusive Contractors communications, including, but not limited to, email communications about new features or products, available real estate listings, product feedback and other marketing content, which the email recipient may unsubscribe at any time. Licensee will comply with all laws related to emails Licensee and/or its employees, Authorized Users and Exclusive Contractors send using the Licensed Product, including, but not limited to, the United States' anti-spam law (CAN-SPAM), Canada's anti-spam law (CASL), the United Kingdom's General Data Protection Regulation and Data Protection Act 2018 (UK GDPR), the Data Protection Act 2018 and Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR), and the European Union's General Data Protection Regulation (EU GDPR) and any other applicable EU directives (as implemented within the relevant EU member state(s)). If any provision of this Agreement not being of a fundamental nature is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of the Agreement will not be affected. If a provision is held to be invalid, illegal or otherwise unenforceable, it shall be deemed to be replaced with an enforceable provision that retains the intent and benefits of the original provision. Licensee acknowledges that in the event of a breach of any of these terms by Licensee, CoStar may suffer irreparable harm and shall be entitled to seek injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. The failure of any party at any time to require full performance of any provision hereof will in no manner affect the right of such party at a later time to enforce the same. Headings are for reference only. The English language version of this Agreement shall be binding. Any translated version shall serve for information purposes only. The provisions of Sections 2(b), 2(c), 3, 5, 6(d), 7, and 10 through 19 hereof will survive nonrenewal or termination of this Agreement.



Effective Date: June 1, 2022

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Birmingham Shopping District
Meeting Date: 03/03/2022
151 Martin Street
Birmingham, MI 48009
248-530-1200
ALLINBirmingham.com

MEMORANDUM

DATE: July 28, 2022
TO: BSD Board of Directors
FROM: Jana Ecker, Interim Executive Director
SUBJECT: Retail Recruitment RFP

On July 27, 2022 the BSD Executive Committee reviewed a draft RFP for a retail recruiter. The committee recommended moving forward with the issuance of this RFP immediately, subject to approval of the Business Development Committee and the BSD board.

On July 28, 2022, the Business Development Committee reviewed the draft RFP for a retail recruiter as well. The committee recommended changes to item 2 in the Scope of Work section, noting that the preparation of a retail recruiting plan and target list should be the responsibility of the executive director because the retailer recruiter might have a limited index of contacts for a specific line of retailers, and thus may skew the target list. Details on page 20 of the RFP regarding the incentive payments and references to the target list were also reviewed. The committee recommended stating in the RFP that there would be a tiered priority list, and that incentive amounts would be paid based on a potential tenants place on the priority list. Specific payment amounts were recommended, and the committee voted to recommend that the BSD move forward with the issuance of the RFP at this time.

Suggested Motion:

Motion to approve the Retail Recruiter RFP and authorize issuance on MITN to solicit retail recruiters to assist the BSD in attracting and retaining a strong retail core in Birmingham.



REQUEST FOR PROPOSALS For Retail Recruiter

Sealed proposals endorsed **“Retail Recruiter”**, will be received at the Birmingham Shopping District, ATTN: Jana Ecker, 151 Martin Street, Birmingham, Michigan, 48009; until **Wednesday, July 25, 2022 at 4:00 PM** after which time bids will be publicly opened and read.

The Birmingham Shopping District (the “BSD”) in Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms and/or individuals to represent the BSD in recruiting national and regional retailers and to work with them to locate and establish retail operations within the Birmingham Shopping District. This work must be performed as specified in accordance with the specifications contained in the Request for Proposals (RFP).

The RFP, including the specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at the Birmingham Shopping District, 151 Martin St., Birmingham, Michigan. ATTENTION: Birmingham Shopping District, Interim Executive Director, Jana Ecker.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the BSD until an agreement has been fully executed.

Submitted to MITN:
Deadline for Submissions:
Interviews:
Contact Person:

June 20, 2022
July 25, 2022 at 4:00pm
Tentatively Thursday, August 4, 2022
Interim BSD Executive Director, Jana Ecker
151 Martin Street
Birmingham, MI 48009
Phone: 248-530-1811
Email: jecker@bhamgov.org



REQUEST FOR PROPOSALS For Retail Recruiter

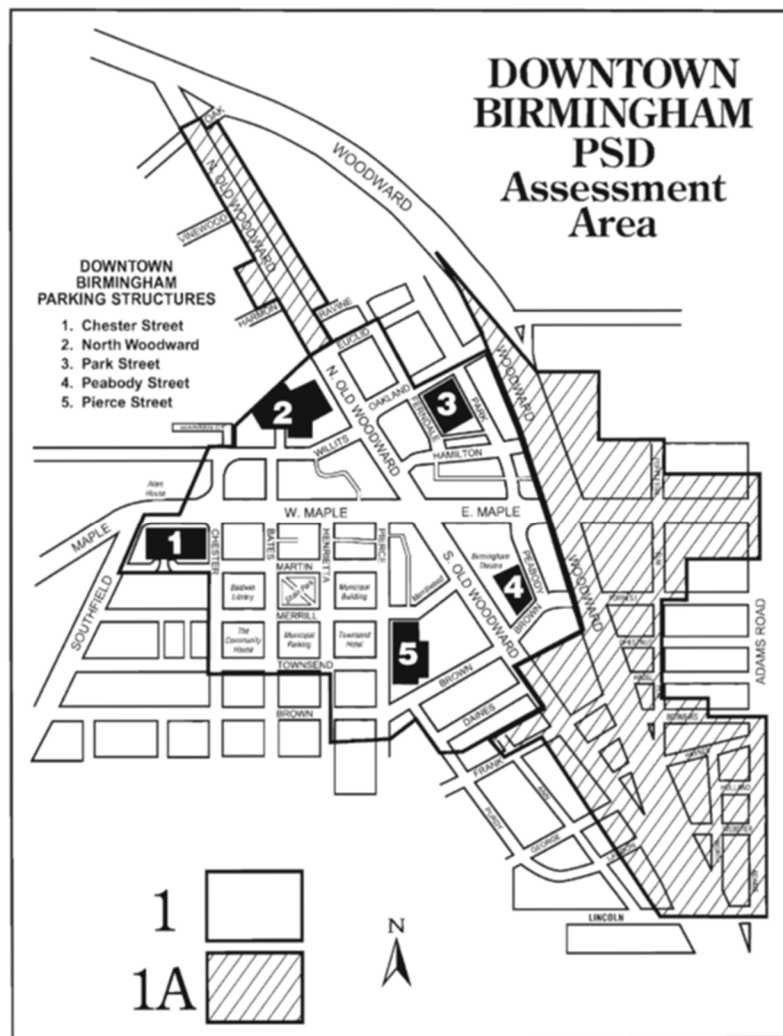
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INTRODUCTION

For purposes of this Request for Proposals (“RFP”), the Birmingham Shopping District will hereby be referred to as “BSD” and the private firm or individual(s) responding to this RFP will hereby be referred to as “Retail Recruiter.”

The BSD in Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms or individuals for retail recruiting to represent the BSD in recruiting national and regional retailers and to work with them to locate and establish retail operations in the downtown Birmingham Shopping District. The boundaries of the BSD are illustrated in the figure below.



All retail recruiting must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this RFP.

During the evaluation process, the BSD reserves the right to request additional information or clarification from proposers, or to allow corrections of errors or omissions.

At the discretion of the BSD, Retail Recruiters submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a Retail Recruiter will be completed by **September 2, 2022**. An Agreement for services will be required with the selected Retail Recruiter. A copy of the Agreement is contained herein for reference, and should be signed by bidders and included with proposals submitted in response to this RFP.

REQUEST FOR PROPOSALS

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide retail recruiting services to the BSD by attracting and recruiting national and regional retailers and working with them to locate and establish retail operations within the Birmingham Shopping District.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than **July 25, 2022 at 4:00pm** to:

HAND DELIVERED:

Birmingham Shopping District
ATTN: Jana Ecker, Interim Executive Director
151 Martin Street
Birmingham, Michigan 48009

MAILED:

Birmingham Shopping District
ATTN: Jana Ecker, Interim Executive Director
151 Martin Street
Birmingham, Michigan 48009

One (1) original and one (1) copy of the proposal shall be submitted. *Also, include a digital copy of the RFP on a thumb drive in the packet.* The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **"Retail Recruiter"**. Any proposal received after the due date and time cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Retail Recruiter's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.

2. Any request for clarification of this RFP shall be made in writing and delivered to: Jana Ecker, Interim BSD Executive Director, 151 Martin Street, Birmingham, Michigan 48009 or jecker@bhamgov.org. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the BSD to the most responsive and responsible bidder who can best accomplish the requirements of the Scope of Work in an effective and cost efficient manner.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The BSD will furnish the successful firm or individual(s) with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The firm or individual(s) shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the BSD should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

The evaluation panel will consist of BSD Board members, BSD staff and any other person(s) designated by the BSD who will evaluate the proposals based on, but not limited to, the following criteria:

1. Ability to provide retail recruiting services as outlined;
2. Retail recruitment experience, experience in other urban downtowns, and other qualifications;
3. Proposed compensation package;
4. Quality of proposal submitted; and
5. References.

Submitted to MITN:

Deadline for Submissions:

Interviews:

Contact Person:

June 20, 2022

July 25, 2022 at 4:00pm

Tentatively Thursday, August 4, 2022

Interim BSD Executive Director, Jana Ecker

TERMS AND CONDITIONS

1. The BSD reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best.
2. The BSD reserves the right to request clarification of information submitted and to request additional information of one or more Retail Recruiters.
3. The BSD reserves the right to terminate the Agreement at its discretion should it be determined that the services provided do not meet the specifications contained herein. The BSD may terminate the Agreement at any point in the process upon notice to Retail Recruiter sufficient to indicate the BSD's desire to do so. In the case of such a stoppage, the BSD agrees to pay Retail Recruiter for services rendered to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Retail Recruiter and shall not be chargeable in any manner to the BSD.
6. Payment under the Agreement will be made within thirty (30) days after invoice. Acceptance by the BSD is defined as authorization by the designated BSD representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the BSD.
7. The Retail Recruiter will not exceed the timelines established herein.
8. The Retail Recruiter shall enter into and execute the Agreement as set forth and attached as Attachment A. The bidder whose proposal is accepted shall be required to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance.

RETAIL RECRUITER'S RESPONSIBILITIES

Each bidder shall provide the following as part of their proposal:

1. Completes and signed all forms requested within this RFP:
 - a. Agreement (Attachment A);
 - b. Bidder's Agreement (Attachment B);
 - c. Cost Proposal (Attachment C); and
 - d. Iran Sanctions Act Vendor Certification Form (Attachment D).

2. Provide a description of completed projects (preferably projects working with municipalities similar to Birmingham and high-end retailers such as those found in the BSD) that demonstrate the ability to attract national and regional retailers to urban downtowns.
3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work.
4. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
5. Provide a list of any sub-Retail Recruiters/recruiters to be involved, and details of their qualifications, if applicable.
6. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects providing the same or similar services as those included in the Retail Recruiter's proposal for the BSD.
7. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Retail Recruiter will be available according to the proposed timeline.

BSD RESPONSIBILITY

1. The Executive Director of the BSD will be the designated representative to work with the Retail Recruiter to coordinate both the BSD's and Retail Recruiter's efforts.
2. The Executive Director of the BSD will be accessible to the Retail Recruiter during regular business hours.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 22 of the Agreement attached as Attachment A for additional details as to what is required of the successful bidder.

INSURANCE

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 17 of the Agreement attached as Attachment A for additional details as to what is required of the successful bidder.

CONTINUATION OF COVERAGE

The Retail Recruiter also agrees to provide all insurance coverages as specified. Upon failure of the Retail 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 contract amount. In obtaining such coverage, BSD shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

Each bidder must include signed copies of the agreement in Attachment A with their response to this RFP. The bidder whose proposal is accepted shall be required to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the BSD until a written contract has been fully executed by both parties. Failure or refusal to execute the contract shall be considered an abandonment of all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into the contract as set forth and attached as Attachment A.

INDEMNIFICATION

The successful bidder agrees to indemnify the BSD and various associated persons. Please refer to paragraph 18 of the Agreement attached as Attachment A for additional details as to what is required of the successful bidder.

CONFLICT OF INTEREST

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 19 of the Agreement attached as Attachment A for additional details as to what is required of the successful bidder.

EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Retail Recruiter that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

PROJECT TIMELINE

September 2022: Initial meeting to discuss BSD recruitment strategy, refine recruitment plan and timeline, and begin connecting with property owners, target retailers and commercial brokers.

October 2022 – September 2023: Implementation of retail recruitment plan, ongoing reporting and consultation with the BSD.

SCOPE OF WORK

The Retail Recruiter shall perform the following services in accordance with the requirements as defined and noted herein. The Retail Recruiter shall:

1. Act as a representative of the Birmingham Shopping District to recruit national and regional retailers to establish retail operations within the BSD.
2. Assist the Executive Director with the development of a retailer recruitment plan for approval by the BSD consisting of:
 - a. A tenant mix analysis of existing businesses within the BSD;
 - b. Goals for the desired tenant mix within the BSD based on input from and interaction with the BSD Executive Director and BSD Board;
 - c. A target list of national and regional retailers with contact information based on desired tenant mix;
 - d. Target organizations and events to approach and/or attend to promote the BSD and recruit retail tenants (i.e. ICSC, national conferences etc.); and
 - e. Work plan to maintain and update the BSD's listing of available retail properties, with assistance from BSD staff.
3. Work to implement the goals and targets of the retail recruitment plan by developing connections and negotiating deals:
 - a. Meet with key commercial property owners and representatives within the BSD, and work to maintain open lines of communication;
 - b. Work with the BSD to host events for retailers, brokers and property owners. Events could include but are not limited to, roundtable discussions, real estate tours and presentations;
 - c. Make connections with targeted retailers, facilitate meetings and tours, assist with the negotiation of leases, and promote the BSD to recruit retail tenants and finalize deals; and
 - d. Help facilitate interactions between property owners/brokers and prospective tenants to recruit retailers and close deals that are acceptable to all parties.
4. Provide regular reporting to the BSD:
 - a. Produce a monthly retailer status report (at an agreed upon date every month) for Executive Director and BSD Board review. Report shall include, but is not limited to:
 - i. Target retailer list;
 - ii. Contacts made with perspective retailers;
 - iii. Appointments scheduled/completed;
 - iv. Visits scheduled/completed;

- v. Property information (which properties, type and size of space tenant is interested in);
 - vi. Anticipated timeline of potential deal;
 - vii. Status of every deal (i.e. initial interest, LOI, signed lease, etc.);
 - viii. Next steps; and
- b. Retail Recruiter shall be in regular contact with the BSD Executive Director and attend BSD Board or Business Development Committee meetings as requested.

Disclaimers:

All work performed on behalf of the BSD becomes the property of the BSD for its exclusive use. This includes, but is not limited to contact information, database updates, available property updates, leasing plans, and retailer lists.

The above scope of work is representative of work expected by the Retail Recruiter. However, both parties acknowledge that the scope of work may expand as needed.

ATTACHMENT A

DRAFT

AGREEMENT
For Retail Recruiter

This AGREEMENT, made this _____ day of _____, 2022, by and between the BIRMINGHAM SHOPPING DISTRICT ("BSD"), having its principal municipal office at 151 Martin Street, Birmingham, MI, and _____, having its principal office at _____ ("Retail Recruiter"), provides as follows:

WITNESSETH:

WHEREAS, the BSD has 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 working with them to locate and establish retail operations within the BSD, and in connection therewith has prepared a Request for Proposals ("RFP") which includes certain instructions to bidders, specifications, terms and conditions;

WHEREAS, the Retail Recruiter has professional qualifications that meet the project requirements and has made a bid in accordance with such RFP to perform retail recruiting to represent the BSD in recruiting national and regional retailers and working with them to locate and establish retail operations within the BSD;

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 retail operations within the BSD and the Retail Recruiter's proposal in response to said RFP, proposal dated _____, 2022 shall be incorporated herein as Exhibit A and shall become a part of this Agreement, and shall be binding upon both parties hereto.
2. The Retail Recruiter's proposal shall be incorporated herein as Exhibit B and 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 in a written addendum. If changes to the existing terms are sought, an amendment to the Agreement must be prepared in writing and signed before any changes are effective.
4. Notwithstanding the foregoing term, either party may terminate this Agreement in writing for any or no reason upon a thirty day (30) written notice to the other party. If the BSD terminates the Agreement under this paragraph, Retail Recruiter will be

compensated for any work already performed up to the date of termination. However, Retail 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 Retail Recruiter for the performance of this Agreement in an amount not to exceed \$80,000, as set forth in the Retail Recruiter's _____, 2022 proposal. This fee will consist of a base pay of \$30,000/year, which shall be paid to the Retail Recruiter in the form of a monthly retainer in the amount of \$2,500. In addition, under specific circumstances, additional bonus incentives as set forth in Exhibit A (**Attachment D to RFP**) may be paid to the Retail Recruiter for the execution of a lease with a national and/or regional retailer to operate a retail establishment within the BSD. Business expenses must be approved in advance by the Executive Director of the BSD and may be reimbursed up to a maximum of \$5000 per agreement year. The total of all payments for base pay, bonus incentives and reimbursement of business expenses shall not exceed a total of \$80,000 in one year. Under this Agreement, Retail 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 and paragraph 4 of this Agreement.
7. The Retail Recruiter shall employ personnel of good moral character and fitness in performing all services under this Agreement.
8. The Retail Recruiter and the BSD agree that the Retail Recruiter is acting as an independent, third party Retail Recruiter with respect to the Retail 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 Retail 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 Retail 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 Retail 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 Retail 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 Retail Recruiter recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the BSD. Therefore, the Retail Recruiter agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Retail 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 Retail 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, Retail Recruiter agrees to keep information pertaining to the retailer and transaction confidential as specified by the parameters of the NDA.

10. The Retail Recruiter shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, the Retail Recruiter or any employees thereof which will be in physical contact with BSD or City staff must have current vaccinations against COVID-19. The BSD, at its discretion, may ask for proof of vaccination of the Retail Recruiter or their 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 the Retail Recruiter or their staff is unable to comply, this violation of safety protocols will constitute a breach of contract by the Retail Recruiter.
11. The Retail Recruiter agrees to abide by all Federal, State and local laws, including the Birmingham Ethics Ordinance. Further, the Retail Recruiter acknowledges that he/she has read the Birmingham Ethics ordinance prior entering into this contract.
12. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Retail 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.
13. 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.
14. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Retail Recruiter without the prior written consent of the BSD. Any attempt at assignment without prior written consent shall be void and of no effect.
15. The Retail Recruiter agrees that neither it nor any of its staff or Retail 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 Retail Recruiter shall inform the BSD of all claims or suits asserted against it by the Retail Recruiter's employees who work pursuant to

this Agreement. The Retail Recruiter shall provide the BSD with periodic status reports concerning all such claims or suits, at intervals established by the BSD.

16. The Retail 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.
17. The Retail 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: Retail 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: Retail 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 Retail Recruiters Coverage; (D) Broad Form General Liability Extensions or equivalent.
 - C. Motor Vehicle Liability: Retail 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 employees 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 Retail Recruiter will provide services that are customarily subject to this type of coverage.
 - F. Owners Retail Recruiters Protective Liability: The Retail Recruiter shall procure and maintain during the life of this contract, an Owners Retail 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 "Named 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: Retail 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, Retail 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 Retail 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.

18. To the fullest extent permitted by law, the Retail Recruiter and any entity or person for whom the Retail 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.

19. 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 Retail Recruiter, the BSD shall have the right to terminate this Agreement without further liability to the Retail Recruiter if the disqualification has not been removed within thirty (30) days after the BSD has given the Retail 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.
20. If Retail 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.
21. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

**BIRMINGHAM SHOPPING
DISTRICT**

Attn: Interim Executive Director,
Jana Ecker
151 Martin Street
Birmingham, MI 48009
248-530-1811

RETAIL RECRUITER

(Insert Retail Recruiter Information)

22. 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.

23. 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:

RETAIL RECRUITER:

By: _____

Title: _____

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: _____

Geoffrey Hockman

Title: BSD Chairman

Approved:

Jana Ecker, Interim BSD Exec. Director
(Approved as to substance)

Thomas Markus, City Manager
(Approved as to substance)

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

Mary Kucharek, City Attorney
(Approved as to form)

ATTACHMENT B - BIDDER'S AGREEMENT

For Retail Recruiter

In submitting this proposal, as herein described, the Retail 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 on this proposal.

PREPARED BY
(Print Name)

DATE

TITLE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

ATTACHMENT C - COST PROPOSAL
For 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 as follows:

COMPENSATION CHART FOR AGREEMENT YEAR		
Base Pay:	\$30,000 / year	Payable in monthly installments
Bonus Incentives:	\$_____ bonus for a signed lease with a retailer on the Tier 1 Priority List	One time bonus payment for each qualifying lease
	\$_____ for a signed lease with a retailer identified on Tier 2 Priority List	One time bonus payment for each qualifying lease
	\$_____ for a signed lease with a retailer not on the Tier 3 Priority List	One time bonus payment for each qualifying lease
Business Expenses:	Maximum: \$5000 / year	Must be approved in advance
Total Maximum Compensation:	\$80,000*	

*** Total compensation to Retail Recruiter, including base pay, bonus incentives and business expenses not to exceed \$80,000 per year.**

Firm Name_____

Authorized signature_____ Date_____

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For 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 Retail Recruiter, the Retail Recruiter must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Retail Recruiter 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.

PREPARED BY
(Print Name)

DATE

TITLE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

TAXPAYER I.D.#



Birmingham Shopping District
Meeting Date: 03/03/2022
151 Martin Street
Birmingham, MI 48009
248-530-1200
ALLINBirmingham.com

MEMORANDUM

DATE: July 28, 2022
TO: BSD Board of Directors
FROM: Jana Ecker, Interim Executive Director
SUBJECT: Winter Markt Electrical RFP

Please find attached a draft RFP for your review seeking contractors to provide electrical service and full power hookup for the 2022, 2023 and 2024 Birmingham Winter Markt special event. This year's Winter Markt will be held on December 2-4, 2022.

Suggested Motion:

Motion to approve the Winter Markt Electrical RFP and authorize issuance on MITN to solicit contractors to provide temporary electrical service and full power hookup for the 2022, 2023, and 2024 Birmingham Winter Markt special events.



**REQUEST FOR PROPOSALS
BIRMINGHAM WINTER MARKT ELECTRICAL SERVICE**

Sealed proposals endorsed “**Birmingham Winter Markt Electrical Service**”, will be received at the Birmingham Shopping District, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until 4:00 p.m. on _____, 2022, after which time bids will be publicly opened and read.

The Birmingham Shopping District (“BSD”) is accepting sealed bid proposals from qualified professional firms to provide electrical service and full power hookup for the 2022, 2023 and 2024 Birmingham Winter Markt in Shain Park. This work must be performed as specified accordance with the specifications contained in the Request For Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at the City of Birmingham, 151 Martin St., Birmingham, Michigan, ATTENTION: _____.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City or BSD until an agreement has been executed.

Submitted to MITN: _____, 2022

Deadline for Submissions: _____, 2022

Contact Person: _____

Birmingham Shopping District
Jana L. Ecker, Interim Executive Director
151 Martin Street
Birmingham, MI 48009
Phone: (248) 530-1200
Email: jecker@bhamgov.org



**REQUEST FOR PROPOSALS
BIRMINGHAM WINTER MARKET ELECTRICAL SERVICE**

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INTRODUCTION

For purposes of this Request For Proposals (“RFP”), the Birmingham Shopping District will hereby be referred to as the “BSD”, the City of Birmingham will hereby be referred to as “City” and the private firm will hereby be referred to as “Contractor.”

The BSD is accepting sealed bid proposals from qualified professional firms to provide electrical service and full power hookup for the 2022, 2023 and 2024 Birmingham Winter Markt event in Shain Park, Birmingham (“Event”). The 2022 Event will take place December 2-4, 2022. Following the conclusion of the 2024 event, the BSD Board will have the option to extend the agreement on yearly basis if Contractor is agreeable. This work must be performed as specified accordance with the specifications outlined by the Scope of Work contained in this RFP.

During the evaluation process, the BSD reserves the right where it may serve the BSD’s best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the BSD, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a firm will be completed by _____, **2022**. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the Agreement by the BSD.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide electrical service for the 2022, 2023 and 2024 Birmingham Winter Markt, with the 2022 Event scheduled for December 2-4, 2022.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than _____, **2022** by 4:00 p.m. to:

Birmingham Shopping District
Attn: Jana L. Ecker, Interim Executive Director
151 Martin Street
Birmingham, Michigan 48009

Three (3) original and one (1) electronic copy in PDF format of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **“BIRMINGHAM WINTER MARKT ELECTRICAL SERVICE”**. Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in writing and delivered to: Jana L. Ecker, Birmingham Shopping District, 151 Martin Street, Birmingham, Michigan 48009; (248) 530-1200; jecker@bhamgov.org. Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the BSD to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The BSD will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the BSD should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

The evaluation panel will consist of BSD staff and any other person(s) designated by the BSD who will evaluate the proposals based on, but not limited to, the following criteria:

1. Ability to provide services as outlined.
2. Related experience with similar projects, Contractor background, and personnel qualifications.
3. Quality of materials proposed.
4. Overall costs.
5. References.

TERMS AND CONDITIONS

1. The BSD reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The BSD reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute the Agreement and provide all required proof of insurance within ten (10) days after the award of the proposal.
2. The BSD reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
3. The BSD reserves the right to terminate the Agreement at its discretion should it be determined that the services provided do not meet the specifications contained herein. The BSD may terminate the Agreement at any point in the process upon notice to Contractor sufficient to indicate the BSD's desire to do so. In the case of such a stoppage, the BSD agrees to pay Contractor for services rendered to the time of notice, subject to the Agreement maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the BSD.
6. The successful bidder may be required to furnish a Performance Bond in an amount not less than 100% of the contract price in favor of the BSD, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
7. Payment will be made within thirty (30) days after invoice. Acceptance by the BSD is defined as authorization by the designated BSD representative to this project that all the criteria requested under the Scope of Work contained herein have been provided.
8. The Contractor will not exceed the timelines established for the completion of this project.
9. The successful bidder shall enter into and will execute the Agreement as set forth and attached as Attachment A. The Agreement must be signed by the Contractor and submitted with any proposal in response to this RFP.

CONTRACTOR'S RESPONSIBILITIES

Each bidder shall provide the following as part of their proposal:

1. Complete and sign all forms requested for completion within this RFP.
 - a. Bidder's Agreement (Attachment B)
 - b. Cost Proposal (Attachment C)
 - c. Agreement (Attachment A)
 - d. Iran Sanctions Certification Form (Attachment D)
2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, in a timely manner, and within budget.
3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work section below.
4. The Contractor will be responsible for any changes necessary for the plans to be approved by the BSD.
5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
6. Provide a list of sub-contractors and their qualifications, if applicable.
7. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects utilizing the same materials included in the Contractor's proposal.
8. The Contractor will be responsible for the disposal of all material and any damages which occur as a result of any of employees or subcontractors of the Contractor during this project.
9. The Contractor will be responsible for getting all required building and parking permits at no cost to the Contractor.
10. The successful bidder may be required to provide a Performance Bond in an amount not less than 100% of the Agreement price in favor of the BSD, conditioned upon the faithful performance of the Agreement, and completion on or before the date specified.
11. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

BSD RESPONSIBILITY

1. The BSD will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to inspect and verify any work performed by the Contractor.
2. The BSD will provide access to the BSD during regular business hours or during nights and weekends as approved by the BSD's designated representative.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 19 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

INSURANCE

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 11 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONTINUATION OF COVERAGE

The Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor 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, BSD shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

All proposals shall include a signed copy of the Agreement in Attachment A. The bidder whose proposal is accepted shall be required to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the BSD until a written contract has been executed by both parties. Failure or refusal to execute the Agreement shall be considered an abandonment of all rights and interest in the award and the Agreement may be awarded to another. The successful bidder agrees to enter into and will execute the Agreement as set forth and attached as Attachment A.

INDEMNIFICATION

The successful bidder agrees to indemnify the BSD, the City, and various associated persons. Please refer to paragraph 10 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONFLICT OF INTEREST

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 17 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

PROJECT TIMELINE

The Contractor will not exceed the timelines established for the completion of this project.

SCOPE OF WORK

The Contractor shall provide all equipment, labor and materials, including fuel, necessary to provide electrical generators and full power hookup for the 2022, 2023 and 2024 Birmingham Winter Markt in Shain Park, Birmingham. The 2022 Event is scheduled to be held on December 2-4, 2022, but is subject to change if deemed necessary or appropriate by the BSD. The 2023 and 2024 Event dates have not been set yet. The following are the estimated needs, conditions and requirements:

- a) All necessary electrical generators, cable, junction boxes, crossovers and associated equipment and materials to provide electrical power for 50 vendor booths.
- b) Each vendor booth will require enough power for at least 200 watts of light, plus one 1,500 watt space heater (Contractor does not provide the space heater).
- c) Approximately 12 of the vendor booths will also require power for food service, including refrigeration, hot plates, waffle irons, coffee makers, etc. The following is an inventory of equipment requirements from a previous event, which could be slightly different for the 2022 Event:

- | | |
|--------------------|----------------------------------|
| • 50 Heaters | • 1 Chest Freezer |
| • 10 Coffee Makers | • 4 Cash Registers |
| • 4 Waffle Irons | • 3 Food Trucks |
| • 2 Microwaves | • Pralinator Frosted Nut Machine |

- d) Attached is a draft layout of the Event and vendor booths, which may be subject to slight change as the Event draws near.
- e) Contractor will provide its proposed equipment location, hook-ups, cable placement, etc. as part of its Proposal. The proposed plans and equipment will also be subject to approval by the City Building Official, Fire Chief and/or other City personnel prior to and at the Event.
- f) For the 2022 Event, Contractor will have access to the Event area starting December 1, 2022 and must have all equipment in place and fully functioning on December 2, 2022 at 10 a.m. All equipment must be removed by 10 a.m. on December 5, 2022.

Event Hours of Operation for 2022 are:

Friday December 2, 4 to 9 p.m.

Saturday December 3, 10 a.m. to 9 p.m.

Sunday, December 4, 10 a.m. to 4 p.m.

- g) Contractor must have personnel onsite at all times during the Event who is able to address power issues as they may arise.
- h) Contractor's proposal must contain a description of all equipment to be provided and a complete pricing schedule, broken down by item.

ATTACHMENT A

AGREEMENT OF BIRMINGHAM WINTER MARKT ELECTRICAL 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 _____ (name of party) a Michigan _____ (Corporation, P.C., LLC, etc.), whose address is _____, (hereafter referred to as Contractor) and the foregoing shall collectively be referred to as the parties.

WHEREAS, the BSD desires having electrical power provided for its 2022, 2023 and 2024 Birmingham Winter Markt ("Event"), with the 2022 Event to be held on December 2-4, 2022 and in connection therewith has requested proposals for Birmingham Winter Markt Electrical service; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform electrical services for the Event.

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 BSD's Request for Proposal for Birmingham Winter Markt Electrical Service dated _____, 2022, which includes _____ 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.")

2. TERM: This Agreement shall have a term of three (3) years from the date stated above. The BSD shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the BSD shall be entitled to retain and use the results of all _____ (insert services, goods or items provided such as information, maps, and recommendations) prepared by the Contractor through such date.

3. TERMS OF PAYMENT: The Contractor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. 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. Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. INSURANCE SUBMISSION REQUIREMENTS: The Contractor 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 Contractor 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 Contractor's acceptance of the terms of this Agreement.

6. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: The Contractor 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 Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the BSD. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor 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 Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. INDEPENDENT CONTRACTOR: The Contractor and the BSD agree that the Contractor is acting as an independent contractor with respect to the Contractor'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 Contractor 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 Contractor 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 Contractor 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: Contractor 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 Contractor subject, Contractor 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 Contractor, either by offset to any amounts due and owing Contractor 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; Contractor 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 Contractor and any entity or person for whom the Contractor 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 Contractor 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 Contractor 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: Contractor 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: Contractor 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: Contractor 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 Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent;

(E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. *Motor Vehicle Liability: Contractor 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 **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.

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

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

G. Proof of Insurance Coverage: Contractor 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.

H. Maintaining Insurance: Upon failure of the Contractor 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: Jana L. Ecker,
Interim BSD Executive Director

Contractor:

Attn: _____

13. COVID: The Contractor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Contractor's 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 Contractor's 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 the Contractor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Contractor.

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 Contractor 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 the Contractor 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 the Contractor, the BSD shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the BSD has given the Contractor 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 Contractor 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 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 a federal or state court with jurisdiction over Oakland County, Michigan.

20. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated _____, to the BSD's Request for Proposals dated _____. In the event of a conflict in any of the terms of this Agreement and the Contractor _____ (date of response) response, the terms of this Agreement shall prevail. (Attached hereto as Attachment "B.")

21. 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 Contractor, 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.

Contractor

By: _____

Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____ day of _____, 2022, 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: Chairperson

Approvals:

Jana L. Ecker, Interim 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)

ATTACHMENT B - BIDDER'S AGREEMENT
Birmingham Winter Markt Electrical Service

In submitting this proposal, as herein described, the Contractor 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 the Agreement 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.

BID PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

ATTACHMENT C - COST PROPOSAL
Birmingham Winter Markt Electrical Service

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 as follows (please provide a detailed breakdown of the costs, attached to this proposal):

2022 Event Total Cost: \$ _____

2023 Event Total Cost: \$ _____

2024 Event Total Cost: \$ _____

TOTAL COST: \$ _____

Firm Name _____

Authorized signature _____ Date _____

**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
BIRMINGHAM WINTER MARKT ELECTRICAL SERVICE**

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City 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 City.

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

TAXPAYER I.D.#



Jana Ecker <jecker@bhamgov.org>

Holiday Lights Program Costs 2021-2022 - Reimbursement Request

1 message

Carrie Laird <Claird@bhamgov.org>

Thu, Jun 30, 2022 at 3:07 PM

To: "Ecker, Jana" <Jecker@bhamgov.org>, "Comerford, Melinda" <Mcomerford@bhamgov.org>, Kimberly Wickenheiser <kwickenheiser@bhamgov.org>, "Gerber, Mark" <Mgerber@bhamgov.org>

Cc: "Wood, Lauren" <Lwood@bhamgov.org>

Good afternoon,

The total cost for our Holiday Lights Program for the 21-22 season was:

\$151,183.52=Labor & Equipment (See attached report)

\$ 28,800.00= Supplies (LED Lights-see attached PO)**\$179,983.52=Total**

The BSD has contributed 20% of this cost in previous years, and we have begun discussions to right fit the amount to 35% from BSD, incrementally. For now, we will not ask for more than 20% from BSD, but plan to work with the next BSD Director to implement a 5% annual increase until we reach 35% .

Please make arrangements for **\$30,236.70** be reimbursed in the 21-22 fiscal year by way of journal entry to labor and equipment accounts as described in the attached report and **\$5,760** be reimbursed to account # 101-441.003-729.0000 (see PO) for the **BSD's contribution (total of \$35,996.70)** to the holiday lights program for the 2021-2022 season.


Let me know if you have any questions

--

Carrie A. Laird
Parks & Recreation Manager
851 S. Eton
Birmingham, MI 48009
248-530-1714

Important Note to Residents

Let's connect! Join the Citywide Email System to receive important City updates and critical information specific to your neighborhood at www.bhamgov.org/citywideemail.

2 attachments **Holiday Lights Project Report.pdf**
15K **PO 2022 Lights.pdf**
32K

Project Code	Description		Type		Debits	Credits
Date	JNL	GL #	Jnl	Line Description		
Fund 101 GENERAL FUND						
01/13/2022	PR	101-441.004-706.0003-HOLYLITE00	SUMMARY	PR 01/13/2022	6.77	0.00
01/27/2022	PR	101-441.004-706.0003-HOLYLITE00	SUMMARY	PR 01/27/2022	7.55	0.00
02/10/2022	PR	101-441.004-706.0003-HOLYLITE00	SUMMARY	PR 02/10/2022	0.61	0.00
02/24/2022	PR	101-441.004-706.0003-HOLYLITE00	SUMMARY	PR 02/24/2022	11.79	0.00
03/10/2022	PR	101-441.004-706.0003-HOLYLITE00	SUMMARY	PR 03/10/2022	19.12	0.00
03/24/2022	PR	101-441.004-706.0003-HOLYLITE00	SUMMARY	PR 03/24/2022	28.47	0.00
04/07/2022	PR	101-441.004-706.0003-HOLYLITE00	SUMMARY	PR 04/07/2022	30.01	0.00
04/21/2022	PR	101-441.004-706.0003-HOLYLITE00	SUMMARY	PR 04/21/2022	11.93	0.00
12/02/2021	PR	101-441.004-706.0004-HOLYLITE00	SUMMARY	PR 12/02/2021	20.32	0.00
01/13/2022	PR	101-441.004-706.0004-HOLYLITE00	SUMMARY	PR 01/13/2022	57.03	0.00
01/27/2022	PR	101-441.004-706.0004-HOLYLITE00	SUMMARY	PR 01/27/2022	17.70	0.00
09/23/2021	PR	101-441.004-706.0005-HOLYLITE00	SUMMARY	PR 09/23/2021	3.61	0.00
10/07/2021	PR	101-441.004-706.0005-HOLYLITE00	SUMMARY	PR 10/07/2021	50.99	0.00
10/21/2021	PR	101-441.004-706.0005-HOLYLITE00	SUMMARY	PR 10/21/2021	42.68	0.00
11/04/2021	PR	101-441.004-706.0005-HOLYLITE00	SUMMARY	PR 11/04/2021	63.57	0.00
11/18/2021	PR	101-441.004-706.0005-HOLYLITE00	SUMMARY	PR 11/18/2021	73.39	0.00
12/02/2021	PR	101-441.004-706.0005-HOLYLITE00	SUMMARY	PR 12/02/2021	69.26	0.00
12/16/2021	PR	101-441.004-706.0005-HOLYLITE00	SUMMARY	PR 12/16/2021	49.55	0.00
12/30/2021	PR	101-441.004-706.0005-HOLYLITE00	SUMMARY	PR 12/30/2021	4.46	0.00
01/13/2022	PR	101-441.004-706.0005-HOLYLITE00	SUMMARY	PR 01/13/2022	31.83	0.00
01/27/2022	PR	101-441.004-706.0005-HOLYLITE00	SUMMARY	PR 01/27/2022	29.24	0.00
02/10/2022	PR	101-441.004-706.0005-HOLYLITE00	SUMMARY	PR 02/10/2022	0.92	0.00
02/24/2022	PR	101-441.004-706.0005-HOLYLITE00	SUMMARY	PR 02/24/2022	45.37	0.00
03/10/2022	PR	101-441.004-706.0005-HOLYLITE00	SUMMARY	PR 03/10/2022	46.44	0.00
03/24/2022	PR	101-441.004-706.0005-HOLYLITE00	SUMMARY	PR 03/24/2022	70.85	0.00
04/07/2022	PR	101-441.004-706.0005-HOLYLITE00	SUMMARY	PR 04/07/2022	80.43	0.00
04/21/2022	PR	101-441.004-706.0005-HOLYLITE00	SUMMARY	PR 04/21/2022	36.74	0.00
09/23/2021	PR	101-441.004-706.0006-HOLYLITE00	SUMMARY	PR 09/23/2021	5.12	0.00
10/07/2021	PR	101-441.004-706.0006-HOLYLITE00	SUMMARY	PR 10/07/2021	49.46	0.00
10/21/2021	PR	101-441.004-706.0006-HOLYLITE00	SUMMARY	PR 10/21/2021	55.02	0.00
11/04/2021	PR	101-441.004-706.0006-HOLYLITE00	SUMMARY	PR 11/04/2021	58.50	0.00
11/18/2021	PR	101-441.004-706.0006-HOLYLITE00	SUMMARY	PR 11/18/2021	73.82	0.00
12/02/2021	PR	101-441.004-706.0006-HOLYLITE00	SUMMARY	PR 12/02/2021	107.34	0.00
12/16/2021	PR	101-441.004-706.0006-HOLYLITE00	SUMMARY	PR 12/16/2021	49.20	0.00
12/30/2021	PR	101-441.004-706.0006-HOLYLITE00	SUMMARY	PR 12/30/2021	4.20	0.00
01/13/2022	PR	101-441.004-706.0006-HOLYLITE00	SUMMARY	PR 01/13/2022	21.54	0.00
01/27/2022	PR	101-441.004-706.0006-HOLYLITE00	SUMMARY	PR 01/27/2022	18.24	0.00
02/10/2022	PR	101-441.004-706.0006-HOLYLITE00	SUMMARY	PR 02/10/2022	1.68	0.00
02/24/2022	PR	101-441.004-706.0006-HOLYLITE00	SUMMARY	PR 02/24/2022	30.58	0.00
03/10/2022	PR	101-441.004-706.0006-HOLYLITE00	SUMMARY	PR 03/10/2022	50.92	0.00
03/24/2022	PR	101-441.004-706.0006-HOLYLITE00	SUMMARY	PR 03/24/2022	64.48	0.00
04/07/2022	PR	101-441.004-706.0006-HOLYLITE00	SUMMARY	PR 04/07/2022	69.20	0.00
04/21/2022	PR	101-441.004-706.0006-HOLYLITE00	SUMMARY	PR 04/21/2022	27.92	0.00
09/23/2021	PR	101-441.004-706.0007-HOLYLITE00	SUMMARY	PR 09/23/2021	11.96	0.00
10/07/2021	PR	101-441.004-706.0007-HOLYLITE00	SUMMARY	PR 10/07/2021	115.83	0.00
10/21/2021	PR	101-441.004-706.0007-HOLYLITE00	SUMMARY	PR 10/21/2021	128.75	0.00
11/04/2021	PR	101-441.004-706.0007-HOLYLITE00	SUMMARY	PR 11/04/2021	137.00	0.00
11/18/2021	PR	101-441.004-706.0007-HOLYLITE00	SUMMARY	PR 11/18/2021	166.40	0.00
12/02/2021	PR	101-441.004-706.0007-HOLYLITE00	SUMMARY	PR 12/02/2021	220.12	0.00
12/16/2021	PR	101-441.004-706.0007-HOLYLITE00	SUMMARY	PR 12/16/2021	115.22	0.00
12/30/2021	PR	101-441.004-706.0007-HOLYLITE00	SUMMARY	PR 12/30/2021	9.78	0.00
01/13/2022	PR	101-441.004-706.0007-HOLYLITE00	SUMMARY	PR 01/13/2022	50.42	0.00
01/27/2022	PR	101-441.004-706.0007-HOLYLITE00	SUMMARY	PR 01/27/2022	48.86	0.00
02/10/2022	PR	101-441.004-706.0007-HOLYLITE00	SUMMARY	PR 02/10/2022	3.92	0.00
02/24/2022	PR	101-441.004-706.0007-HOLYLITE00	SUMMARY	PR 02/24/2022	71.63	0.00
03/10/2022	PR	101-441.004-706.0007-HOLYLITE00	SUMMARY	PR 03/10/2022	119.15	0.00
03/24/2022	PR	101-441.004-706.0007-HOLYLITE00	SUMMARY	PR 03/24/2022	151.43	0.00
04/07/2022	PR	101-441.004-706.0007-HOLYLITE00	SUMMARY	PR 04/07/2022	162.01	0.00
04/21/2022	PR	101-441.004-706.0007-HOLYLITE00	SUMMARY	PR 04/21/2022	65.31	0.00

User: CFolk

DB: Birmingham

TRANSACTIONS FROM 09/01/2021 TO 05/31/2022

Project Code	Description		Type			
Date	JNL	GL #	Jnl Line	Description	Debits	Credits
Fund 101 GENERAL FUND						
05/31/2022		101-441.004-706.0008-HOLYLITE00			0.00	0.00
05/31/2022		101-441.004-706.0009-HOLYLITE00			0.00	0.00
05/31/2022		101-441.004-706.0010-HOLYLITE00			0.00	0.00
05/31/2022		101-441.004-706.0011-HOLYLITE00			0.00	0.00
09/23/2021	PR	101-441.004-706.0012-HOLYLITE00	SUMMARY	PR 09/23/2021	56.77	0.00
10/07/2021	PR	101-441.004-706.0012-HOLYLITE00	SUMMARY	PR 10/07/2021	549.73	0.00
10/21/2021	PR	101-441.004-706.0012-HOLYLITE00	SUMMARY	PR 10/21/2021	611.12	0.00
11/04/2021	PR	101-441.004-706.0012-HOLYLITE00	SUMMARY	PR 11/04/2021	650.25	0.00
11/18/2021	PR	101-441.004-706.0012-HOLYLITE00	SUMMARY	PR 11/18/2021	820.13	0.00
12/02/2021	PR	101-441.004-706.0012-HOLYLITE00	SUMMARY	PR 12/02/2021	1,162.29	0.00
12/16/2021	PR	101-441.004-706.0012-HOLYLITE00	SUMMARY	PR 12/16/2021	546.80	0.00
12/30/2021	PR	101-441.004-706.0012-HOLYLITE00	SUMMARY	PR 12/30/2021	46.44	0.00
01/13/2022	PR	101-441.004-706.0012-HOLYLITE00	SUMMARY	PR 01/13/2022	154.13	0.00
01/27/2022	PR	101-441.004-706.0012-HOLYLITE00	SUMMARY	PR 01/27/2022	176.78	0.00
02/10/2022	PR	101-441.004-706.0012-HOLYLITE00	SUMMARY	PR 02/10/2022	18.63	0.00
02/24/2022	PR	101-441.004-706.0012-HOLYLITE00	SUMMARY	PR 02/24/2022	339.91	0.00
03/10/2022	PR	101-441.004-706.0012-HOLYLITE00	SUMMARY	PR 03/10/2022	565.48	0.00
03/24/2022	PR	101-441.004-706.0012-HOLYLITE00	SUMMARY	PR 03/24/2022	716.11	0.00
04/07/2022	PR	101-441.004-706.0012-HOLYLITE00	SUMMARY	PR 04/07/2022	768.91	0.00
04/21/2022	PR	101-441.004-706.0012-HOLYLITE00	SUMMARY	PR 04/21/2022	309.98	0.00
09/23/2021	PR	101-441.004-706.0013-HOLYLITE00	SUMMARY	PR 09/23/2021	20.92	0.00
10/07/2021	PR	101-441.004-706.0013-HOLYLITE00	SUMMARY	PR 10/07/2021	183.96	0.00
10/21/2021	PR	101-441.004-706.0013-HOLYLITE00	SUMMARY	PR 10/21/2021	231.00	0.00
11/04/2021	PR	101-441.004-706.0013-HOLYLITE00	SUMMARY	PR 11/04/2021	254.74	0.00
11/18/2021	PR	101-441.004-706.0013-HOLYLITE00	SUMMARY	PR 11/18/2021	293.89	0.00
12/02/2021	PR	101-441.004-706.0013-HOLYLITE00	SUMMARY	PR 12/02/2021	303.96	0.00
12/16/2021	PR	101-441.004-706.0013-HOLYLITE00	SUMMARY	PR 12/16/2021	99.35	0.00
12/30/2021	PR	101-441.004-706.0013-HOLYLITE00	SUMMARY	PR 12/30/2021	14.96	0.00
01/13/2022	PR	101-441.004-706.0013-HOLYLITE00	SUMMARY	PR 01/13/2022	56.30	0.00
01/27/2022	PR	101-441.004-706.0013-HOLYLITE00	SUMMARY	PR 01/27/2022	62.78	0.00
02/10/2022	PR	101-441.004-706.0013-HOLYLITE00	SUMMARY	PR 02/10/2022	5.15	0.00
02/24/2022	PR	101-441.004-706.0013-HOLYLITE00	SUMMARY	PR 02/24/2022	97.79	0.00
03/10/2022	PR	101-441.004-706.0013-HOLYLITE00	SUMMARY	PR 03/10/2022	158.55	0.00
03/24/2022	PR	101-441.004-706.0013-HOLYLITE00	SUMMARY	PR 03/24/2022	236.59	0.00
04/07/2022	PR	101-441.004-706.0013-HOLYLITE00	SUMMARY	PR 04/07/2022	249.10	0.00
04/21/2022	PR	101-441.004-706.0013-HOLYLITE00	SUMMARY	PR 04/21/2022	99.18	0.00
10/07/2021	PRE	101-441.004-941.0000-HOLYLITE00	SUMMARY	PREQP 10/07/2	2,800.29	0.00
10/21/2021	PRE	101-441.004-941.0000-HOLYLITE00	SUMMARY	PREQP 10/21/2	3,331.92	0.00
11/04/2021	PRE	101-441.004-941.0000-HOLYLITE00	SUMMARY	PREQP 11/04/2	3,707.75	0.00
11/18/2021	PRE	101-441.004-941.0000-HOLYLITE00	SUMMARY	PREQP 11/18/2	5,868.02	0.00
12/02/2021	PRE	101-441.004-941.0000-HOLYLITE00	SUMMARY	PREQP 12/02/2	6,301.56	0.00
12/16/2021	PRE	101-441.004-941.0000-HOLYLITE00	SUMMARY	PREQP 12/16/2	2,835.82	0.00
12/30/2021	PRE	101-441.004-941.0000-HOLYLITE00	SUMMARY	PREQP 12/30/2	271.04	0.00
01/13/2022	PRE	101-441.004-941.0000-HOLYLITE00	SUMMARY	PREQP 01/13/2	1,167.97	0.00
01/27/2022	PRE	101-441.004-941.0000-HOLYLITE00	SUMMARY	PREQP 01/27/2	826.28	0.00
02/10/2022	PRE	101-441.004-941.0000-HOLYLITE00	SUMMARY	PREQP 02/10/2	130.20	0.00
02/24/2022	PRE	101-441.004-941.0000-HOLYLITE00	SUMMARY	PREQP 02/24/2	1,721.92	0.00
03/10/2022	PRE	101-441.004-941.0000-HOLYLITE00	SUMMARY	PREQP 03/10/2	2,493.13	0.00
03/24/2022	PRE	101-441.004-941.0000-HOLYLITE00	SUMMARY	PREQP 03/24/2	2,978.21	0.00
04/07/2022	PRE	101-441.004-941.0000-HOLYLITE00	SUMMARY	PREQP 04/07/2	4,280.29	0.00
04/21/2022	PRE	101-441.004-941.0000-HOLYLITE00	SUMMARY	PREQP 04/21/2	1,787.40	0.00
Total Project HOLYLITE00:					151,183.52	0.00
Total Fund 101 GENERAL FUND					151,183.52	0.00
Grand Total:					151,183.52	0.00



P.O. Box 3001, 151 Martin Street
Birmingham, MI 48012-3001
Phone: (248)530-1816 Fax: (248)530-1090
accountspayable@bhamgov.org

04/27/2022
08:17 A

Purchase Order No 114112

Purchase Order Date 04/26/2022
Required Date
Ordered By swhite

Ship to DEPARTMENT OF PUBLIC SERVICES
851 S. ETON
BIRMINGHAM, MI 48009

Vendor 007683
Address ZORO'S CHRISTMAS LIGHTS
34734 NAVIN AVE
LIVONIA, MI 48152

Invoice CITY OF BIRMINGHAM
DEPARTMENT OF PUBLIC SERVICES
PO BOX 3001
BIRMINGHAM, MI 48012

Terms NET 30 DAYS

PO Description 2022 HOLIDAY LIGHTS

Quantity	Units	Description	Unit Price	Amount
1	EACH	PURCHASE OF HOLIDAY LIGHTS	28,800.00	28,800.00
		101-441.003-729.0000 14,400.00		
		101-441.004-729.0000 14,400.00		
			Total:	28,800.00

TERMS AND CONDITIONS

This purchase order is issued subject to the terms and conditions specified below. By acceptance of this purchase order, vendor acknowledges and agrees to abide by all such terms and conditions.

Insurance Requirements:

The vendor shall carry workers' compensation insurance in accordance with all applicable statutes of the State of Michigan; commercial general liability and products and completed operations coverage; vehicle liability insurance covering all owned, non-owned and hired vehicles. Vendor shall furnish certificates of insurance evidencing the coverages outlined in this paragraph to the City of Birmingham upon request.

Indemnification:

To the fullest extent permitted by law, vendor agrees to defend, indemnify, pay in behalf of and hold harmless the City, its elected and appointed officials, employees and volunteers, and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs connected therewith, 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 behalf of the City, 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 purchase order contract.

If applicable, a material safety sheet should be included with material shipped.

Kindly show purchase order number on invoice.

Approved By fhernandez

Date 04/27/2022

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
REGULAR MEMBERS																	
Richard Astrein	CP	P	P	P	P	P	NM								5	0	100%
Samy Eid	CP	P	P	A	P	P	NM								4	1	80%
Geoffrey Hockman	CP	P	P	P	P	P	NM								5	0	100%
Zachary Kay	CP	P	P	P	P	P	NM								5	0	100%
Sarvy Lipari	CP	P	P	P	P	P	NM								5	0	100%
Jessica Lundberg	CP	P	P	P	P	A	NM								4	1	80%
Tom Markus	CP	P	P	P	P	P	NM								5	0	100%
Mike McKenzie	CP	A	P	P	P	P	NM								4	1	80%
Amy Pohlod	CP	P	P	A	P	P	NM								4	1	80%
Steve Quintal	CP	P	P	P	P	A	NM								4	1	80%
Bill Roberts	CP	A	P	P	P	P	NM								4	1	80%
Sam Surnow	CP	P	P	A	P	P	NM								4	1	80%
Reserved															0	0	#DIV/0!
Doug Fehan	CP	P	P	P	P	P									5	0	100%
Present or Available	12	10	12	9	12	10	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 Events

January

Restaurant Week

Jan 24th-28th

Jan 31st- Feb 4th

February

Restaurant Week

Jan 31st- Feb 4th

March

April

Spring Stroll

Apr 9th

May

Farmers Market

20th Annual Opening Day
Party

May 1st- Oct 30th

June

Farmers Market
Every Sunday

Movie Night
June 10th

Super Farmer Day
June 26th

July

Farmers Market
Every Sunday

Movie Night
July 15th

Day on the Town
July 30th

August

Farmers Market
Every Sunday

Movie Night
August 12th

Birmingham Cruise Event
August 20th

20th Season Celebration
Aug 7th

September

Farmers Market
Every Sunday

Movie Night
September 16th

Harvest Festival
September 11th

October

Farmers Market
Every Sunday

Art Walk
Oct 13th

End of Season Celebration
October 30th

November

Small Business Saturday
Nov 26th

Santa Walk
Nov 26th

Santa House/ Carriage Rides
Nov 26th- Dec 24th
(Weekends)

December

Santa House/ Carriage Rides
Nov 26th- Dec 24th
(Weekends)

Holiday Tree Lighting
Dec 2nd

Winter Markt
Dec 2nd- 4th



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

BSD COMMITTEES
MONTHLY MEETING SCHEDULE
AUGUST 2022

BSD BOARD

THURS 8/4 @ 8:30 AM – COMMUNITY HOUSE

MAINTENANCE/CAPITAL IMPROVEMENTS

TUES 8/9 @ 8:30 AM – CITY HALL

SPECIAL EVENTS

FRI 8/12 @ 8:30 AM – CITY HALL

MARKETING/ADVERTISING

THURS 8/18 @ 8:30 AM. – CITY HALL

BUSINESS DEVELOPMENT

TUES 8/2 at 8:30 AM – CITY HALL

EXECUTIVE

WED 8/24 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).