

CITY OF BIRMINGHAM
ADVISORY PARKING COMMITTEE
CITY COMMISSION ROOM
151 MARTIN ST., BIRMINGHAM, MI
(248) 530-1850
REGULAR MEETING AGENDA
WEDNESDAY, OCTOBER 2, 2019, 7:30 A.M.

1. ROLL CALL
2. RECOGNITION OF GUESTS
3. APPROVAL OF MINUTES, MEETING OF SEPTEMBER 4, 2019
4. LOT 6 PARKING PERMIT ALLOCATION – ACTION
5. LOT 12 LEASE EXTENSION - ACTION
6. BSD HOLIDAY MARKETING CAMPAIGN FUNDING REQUEST - ACTION
7. FUTURE PARKING DEMAND STRATEGY – DISCUSSION CONTINUED
 - a. ALTERNATIVES MATRIX
 - b. PARKING DEMAND AND PERMIT SALES
 - c. PARKING MITIGATION PLAN
 - d. METERED PARKING: EVENING LIMITS
8. PARKING UTILIZATION REPORT AND FINANCIALS
9. MEETING OPEN FOR MATTERS NOT ON THE AGENDA
10. NEXT MEETING: NOVEMBER 6, 2019

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
ADVISORY PARKING COMMITTEE
REGULAR MEETING

Birmingham City Hall Commission Room
151 Martin, Birmingham, Michigan
Wednesday, September 4, 2019

MINUTES

These are the minutes of the Advisory Parking Committee ("APC") regular meeting held on Wednesday, September 4, 2019. The meeting was called to order at 7:37 a.m. by Chairman Al Vaitas.

1. ROLLCALL

Present: Chairman Al Vaitas
Vice-Chairperson Gayle Champagne
Steven Kalczynski
Lisa Krueger
Judith Paskiewicz
Jennifer Yert

Absent: Anne Honhart

SP+ Parking: Sara Burton
Jay O'Dell

Administration: Tiffany Gunter, Asst. City Manager
Michael Albrecht, Police Commander
Laura Eichenhorn, Transcriptionist

2. RECOGNITION OF GUESTS (none)

3. MINUTES OF REGULAR APC MEETING OF JUNE 12, 2019

Motion by Ms. Champagne

Seconded by Ms. Yert to approve the minutes of the regular APC meeting of June 12, 2019 as submitted.

VOICE VOTE

Yeas: Champagne, Yert, Krueger, Kalczynski, Paskewicz, Vaitas

Nays: None

Motion carried, 6-0.

4. MOBILE PARKING APPLICATION DEMONSTRATION – DISCUSSION

Motion by Ms. Champagne

Seconded by Dr. Paskewicz to have the Mobile Parking Application Demonstration immediately follow the approval of the minutes.

VOICE VOTE

Yeas: Champagne, Paskewicz, Yert, Krueger, Kalczynski, Vaitas

Nays: None

Motion carried, 6-0.

Ms. Burton from SP+ presented the item.

Ms. Burton explained the application would be able to provide directions to available parking.

Mr. O'Dell said:

- It might be possible to populate the application with data that would allow drivers to find the parking closest to their chosen destination. SP+ would look further into whether that function could be made available.
- It is not possible to access ParkMobile from this app yet, but that functionality is also a future goal.
- If valet becomes a permanent fixture within the City, it would be possible to add the valet stand locations to this application.
- People parking in Birmingham are largely unhappy with the City's current parking application because it only provides the location of structures and their occupancy. The new mobile parking application would provide information about on-street parking as well.
- The new parking application should be available for Birmingham in mid to late October 2019.

5. STRUCTURAL ASSESSMENT OF PARKING GARAGES: REQUEST FOR PROPOSALS
- ACTION

Assistant City Manager Gunter presented the item. She explained:

- The assessment would take about a week to two weeks per garage. At most, Gunter assumes only ten parking spaces in any of the garages would be unavailable at a time for the required testing.
- The garages will be assessed in order from the oldest to the newest unless there is a finding that dictates a different order.

Motion by Ms. Champagne

Seconded by Ms. Krueger to authorize release of the Request for Proposals to Conduct Structural Assessments of all five parking garages in the Automobile Parking System.

VOICE VOTE

Yeas: Champagne, Kruger, Paskewicz, Yert, Kalczynski, Vaitas
Nays: None

Motion carried, 6-0.

6. FUTURE PARKING DEMAND STRATEGY – DISCUSSION

Assistant City Manager Gunter presented the item that included alternatives for increasing capacity, off site parking opportunities, and options to make adjustments to the current parking operations to even out the distribution of demand for parking. She added that:

- She would look into restriping the N. Old Woodward surface lot, which could possibly yield additional parking, as an interim solution.
- She would look into the possibility of having valet parking offered at the N. Old Woodward surface lot.
- Some potential lots for the shuttle options that were presented as part of the construction parking mitigation plan included a church lot with approximately 70 spaces at the corner of 13 Mile and Southfield, the Sheffield lot in Troy with about 150 spaces, and a lot at Square Lake and Pontiac with about 2,000 spaces, about 700 of which Birmingham would have considered securing if the N.O.W. garage had been taken offline for construction.
- The N. Old Woodward area is currently the only City-owned area with opportunities for developing more parking. There are other locations in Birmingham that could be developed for parking, but the City would have to purchase them.
- She would follow up on the installation of new chairs and tables near Lot #6.

Mr. Kalczynski asked if it might be worth tying the permit parking rates to market rate instead of supplying a discount for permit parking. He noted that in larger cities people who wish to park in high demand areas pay whatever the market rate is, and that the larger corporations in Birmingham will continue to create demand for parking in the City.

Assistant City Manager Gunter said supplying a discount allows the City to track the permit parkers and to direct them to specific parking locations when needed.

Mr. O'Dell concurred with Assistant City Manager Gunter.

Dr. Paskewicz said parking behavior could be influenced by making the parking rate higher in the higher demand garages and lower in the lower demand garages.

Chairman Vaitas said that while tying the price of parking to market rate for everyone might work for larger corporations, the smaller corporations purchasing permits for their employees might not be able to stay in Birmingham if the City were to forego the current permit discount. He also asked Mr. O'Dell to determine how many additional parking permits could be offered in Lot #6 as a result of the additional parking spaces being added, and to allow permit parking in those new spaces.

Chairman Vaitas inquired as to the amount of disruption that would be caused if the City decided to pursue the option to add two additional levels to the Pierce Street garage.

Mr. O'Dell said:

- Adding two levels on the Pierce Street structure would limit the use of the structure's current highest and second-highest levels during construction.
- Most of the parkers using the Birmingham parking system remain for two hours. The next biggest group of parkers using the Birmingham parking remain for eight hours.
- SP+ Parking generally assumes that between 65%-75% of the monthly permit parker holders will show up on any given day. Each garage has a different permit oversell rate based on its popularity and regular utilization.

Police Commander Albrecht told Chairman Vaitas that if Birmingham were to lengthen the amount of time someone could park at a meter, the meters could be programmed to reflect that information.

7. UPDATES: ON STREET VALET PROGRAM, GARAGE RESTRIPING, METER NOTIFICATIONS

Assistant City Manager Gunter presented the item.

In reply to Mr. Kalczynski, Assistant City Manager Gunter said she would look into the number of spaces being occupied for valet by The Morrie.

Chairman Vaitas said merchants located near Lot #6 were strongly in favor of the City continuing to offer valet services at the lot.

Assistant City Manager Gunter said she would have further conversations with the City's valet provider about the viability of continued valet services at Lot #6.

8. PARKING UTILIZATION REPORT AND FINANCIALS

Assistant City Manager Gunter presented the item.

Ms. Burton noted a correction to the Combined Income Statement, explaining that the amount for Month Ended July 31, 2019 should read \$285,059.60 in both columns, and not \$220,886.00 in the second column.

9. MEETING OPEN FOR MATTERS NOT ON THE AGENDA

Assistant City Manager Gunter advised Mr. Kalczynski that the last Ad Hoc Parking Development Committee (AHPDC) meeting was held in May 2018.

Dr. Paskiewicz expressed dismay that the work of the AHDPC was never formally drawn to a close and that she felt that they were not given the opportunity to consider other alternatives to the development that was proposed by the Woodward Bates Partners.

Mr. Kalczynski said that the frequency with which the AHDPC is mentioned in City business seemed to indicate that it was still active.

Assistant City Manager Gunter explained:

- She would pass the feedback along to the City Administration.
- In the time she has been with the City, she has not seen the City formally end committees.
- The Commission could still direct the AHDPC to meet again should it choose to do so, which is why the AHDPC's work was never drawn formally to a close.
- Three options for the N. Old Woodward project were presented to the AHDPC. The options were to discard the proposals and re-bid the project with broader parameters for the development, recommend only pursuing the parking garage and addressing the development at a later date, or selecting the Woodward Bates Partners proposal to move forward. The Committee made the recommendation to move forward with the Woodward Bates Partners. In reply to Dr. Paskiewicz, Gunter said she would supply Dr. Paskiewicz with the information from the presentation.

Dr. Paskiewicz said she was unaware the AHDPC could still be directed to meet.

Assistant City Manager reported that she has been working with SP+ to develop the design for adding amenity bays and improved signage to the interior of the City's garages per the renewal of SP+'s contract with the City.

Mr. O'Dell then showed the Committee some examples of those potential improvements.

The Committee expressed their approval of the ideas and confirmed they would like Assistant City Manager Gunter and SP+ to return with more concrete recommendations for these improvements.

Chairman Vaitas asked that the signage on Maple directing people to parking on Pierce be restored.

Assistant City Manager Gunter said the signage is on order and will be replaced.

10. NEXT MEETING: October 2, 2019

11. ADJOURNMENT

No further business being evident, the Chairman adjourned the meeting at 9:22 a.m.



MEMORANDUM

Office of the City Manager

DATE: October 2, 2019

TO: Advisory Parking Committee

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Lot 6 Survey and Permit Allocation Recommendation

The Advisory Parking Committee directed staff to conduct a survey of Lot 12. The construction to add additional parking capacity in the lot was completed in August and it was assumed that the number of permit sales should be increased consistent with the additional capacity. There are currently 27 unique individuals on the waitlist at this location for an unrestricted permit. There are no persons on the waitlist for the restricted permit.

The survey was completed over a two week time frame from Monday – Friday between the hours of 10 am – 3 pm. It was observed that the unrestricted permits never peaked beyond 57% usage and the economy permits never peaked beyond 40% usage. Based on the survey data, SP+ indicated that there is sufficient capacity to increase permit sales and recommended that the City issue an additional 27 passes to the people currently on the waitlist.

If the recommendation is accepted by the committee, the total number of unrestricted permits issued at Lot 6 would be 177 (currently 150).

SUGGESTED RESOLUTION:

To authorize SP+ to issue an additional 27 unrestricted parking permits at Lot 6 for the next round of quarterly sales.

Lot 6 Survey

Completed by:



September 9, 2019

	10a	1p	3p
Unrestricted-150 permits	67	65	68
Percentage of passes used	45%	43%	45%
Economy-40 permits	8	10	8
Percentage of passes used	20%	25%	20%

September 10, 2019

	10a	1p	3p
Unrestricted-150 permits	77	83	76
Percentage of passes used	51%	55%	51%
Economy-40 permits	8	10	11
Percentage of passes used	20%	25%	28%

September 11, 2019

	10a	1p	3p
Unrestricted-150 permits	73	82	78
Percentage of passes used	49%	55%	52%
Economy-40 permits	12	12	13
Percentage of passes used	30%	30%	33%

September 12, 2019

	10a	1p	3p
Unrestricted-150 permits	68	76	81
Percentage of passes used	45%	51%	54%
Economy-40 permits	12	12	8
Percentage of passes used	30%	30%	20%

September 13, 2019

	10a	1p	3p
Unrestricted-150 permits	67	69	64
Percentage of passes used	45%	46%	43%
Economy-40 permits	7	10	10
Percentage of passes used	18%	25%	25%

Lot 6 Survey

Completed by:



September 16, 2019

	10a	1p	3p
Unrestricted-150 permits	66	70	62
Percentage of passes used	44%	47%	41%
Economy-40 permits	11	11	11
Percentage of passes used	28%	28%	28%

September 17, 2019

	10a	1p	3p
Unrestricted-150 permits	83	85	78
Percentage of passes used	55%	57%	52%
Economy-40 permits	10	9	11
Percentage of passes used	25%	23%	28%

September 18, 2019

	10a	1p	3p
Unrestricted-150 permits	78	76	80
Percentage of passes used	52%	51%	53%
Economy-40 permits	12	14	12
Percentage of passes used	30%	35%	30%

September 19, 2019

	10a	1p	3p
Unrestricted-150 permits	77	82	81
Percentage of passes used	51%	55%	54%
Economy-40 permits	14	16	13
Percentage of passes used	35%	40%	33%

September 20, 2019

	10a	1p	3p
Unrestricted-150 permits	64	60	59
Percentage of passes used	43%	40%	39%
Economy-40 permits	10	14	12
Percentage of passes used	25%	35%	30%



MEMORANDUM

Office of the City Manager

DATE: October 2, 2019

TO: Advisory Parking Committee

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Lot 12 Lease Extension

The leased lot at the southeast corner of Woodward and Maple Road was secured in April 2018. The fully executed agreement is attached hereto for reference. The lot has been performing well over the past couple of months as more individuals have requested parking permits at this location. We have authorized and sold a total of 225 parking permits at this location. Occupancy has improved considerably since its opening, where for several months we were observing less than 40 cars on average. We are much closer to the target of 80-85% occupied on average.

The City reached out to the Markyo team that owns the lot in July to discuss extending the lease further. The current lease expires on October 31, 2019. They have offered a six month extension to April 30, 2020 at the same rate of \$7,500 per month.

SUGGESTED RECOMMENDATION:

To recommend that the City Commission extend the lease agreement with Markyo to secure the property at the southeast corner of Woodward and Maple Road through April 30, 2020 at a rate of \$7,500 per month.

LEASE

THIS LEASE is entered as of 9th, day of April 2018, between **MARYKO HOSPITALITY, LLC** (Parcel 19-36-226-002) and, whose address is 30500 Northwestern Highway, Suite #525, Farmington Hills, MI, 48334 ("Lessor") and **CITY OF BIRMINGHAM** whose address is 151 Martin Street, Birmingham, MI 48009 ("Lessee").

RECITALS

A. Lessor desires to lease to Lessee and Lessee desires to lease from Lessor a parking lot sufficient for approximately 125 parking spaces and necessary ingress and egress located on the Lessor's real property described in Exhibit A, which is attached, and conditions set forth in this Lease;

B. Lessee intends to use the parking spaces for public parking for a fee.

In consideration of the mutual promises, the rents reserved, and the mutual benefits to be derived by Lessor and Lessee, the parties agree as follows:

1. **Premises.** Lessor leases to Lessee and Lessee leases from Lessor portions of the real property located in the City of Birmingham, Oakland County, Michigan, as legally described in Exhibit A ("Entire Premises"). The Lessee shall assume the oversight and access to the gate located on the southeast corner of the property for ingress and egress to the parking lot described and outlined in Exhibit A. Lessor shall assist Lessee by providing any electronic transponders, keys, spare equipment, etc., that are necessary to fully utilize and maintain the existing gate system. In addition, the Lessor and the Lessee agree the following improvements will be installed to the premises by the Lessee that are necessary to operate a parking lot:

(a) **Grading.** The lot shall be graded by the Lessee and a suitable covering will be placed upon the graded soil to accommodate parking.

(b) **Reflectors and Signs.** The addition of reflectors and signs to the property to provide information as to the entrances, exits and the restrictions on the lot.

(c) **Gate System.** In addition to the existing gate at the southeast corner off of the existing alley, an automatic gate system will be installed so as to restrict ingress and egress to permit holders.

(d) **Lighting.** The Lessee may add lighting to the lot.

2. **Term. (a) Primary Term.** This Lease will be for an initial minimum contract term of eighteen (18) months and shall commence upon written notification to Lessor by Lessee of the commencement date. A notice to terminate may be sent prior to the completion of the initial term so long as Lessee shall have been provided possession for the entire initial minimum term (Primary Term).

(b) **Extended Term.** Lessee has the right to extend the term of the Lease beyond the Primary Term on a month-to-month basis (the "Extended Term"), beginning upon the expiration of the Primary Term. Lessee may exercise the right by giving written notice to Lessor not less than 90 days before the expiration of the Primary Term. Any Extended Term will be on the same terms and conditions as the Primary Term. The Primary Term and any Extended Term are collectively referred to as the "Lease Term."

(c) **Early Termination by Lessee.** Lessee may, in its sole discretion, for any reason or no reason, elect to terminate the Primary Term of this Lease by providing not less than 120 days prior written notice to Lessor.

(d) **Early Termination by Lessor.** So long as the initial minimum term of eighteen (18) months will have been met, Lessor may, in its sole discretion, for any reason or no reason, elect to terminate the Primary Term of this Lease by providing not less than 120 days prior written notice to Lessee.

(e) **Termination of Extended Term.** Either party may terminate the month-to-month Extended Term by giving not less than 120 days prior written notice to the other party.

3. **Rent.** Lessee shall pay "Rent" to Lessor, upon written notification of the commencement date, the sum of Seven Thousand Five Hundred Dollars (\$7,500) per month, to be paid the first week of each month.

4. **Use.**

(a) **Permitted Uses.** The Leased Premises will be used primarily for vehicle parking and other limited uses approved by the Lessee for a period not to exceed ninety (90) days.

(b) **Compliance with Legal Requirements.** Lessee will, at its cost, comply with and cause the Leased Premises to comply with all of the following (collectively called "Legal Requirements"): (i) all local, state and federal laws, orders and regulations now or hereafter applicable to the Leased Premises or use thereof or the health and welfare of Lessee's employees, agents, customers, invitees or licensees, and (ii) all agreements entered into by Lessee with regard to the Leased Premises, including insurance policies. Legal requirements include, without limitation, all legal requirements that require unforeseen alterations or repairs to the Leased Premises.

5. **Covenant of Quiet Enjoyment.** As long as Lessee is not in default under this Lease, Lessee will be entitled to quiet possession of the Leased Premises during the Lease Term.

6. **Environmental.** Lessee has not owned or leased this property at any time prior to this Lease. The parties agree that: (a) Lessee is not in control or responsible for any condition on this property, (b) Lessee does not have authority to decide any compliance with environmental laws and regulations, (c) Lessee controls only the surface of the Leased Premises and does not control any material beneath the surface of the Leased Premises, and (d) Lessee may not conduct any activities that require disturbance of the material beneath the surface or require the Lessor to do the same under the terms of this Lease.

7. **Maintenance.** Lessee will, at its own expense, clean and remove snow and ice from the Premises and will maintain and repair parking areas, as may be reasonably required in Lessee's judgment. Lessee shall be responsible for grading, gravel, fencing, landscaping, lighting, parking blocks and signage as deemed necessary by Lessee.

8. **Taxes.** During any term of this Lease, Lessor will pay all real estate taxes and special assessments levied against the entire Leased Premises.

9. **Insurance.**

(a) Commencing on the Commencement Date, Lessee will procure and maintain commercial general liability insurance, insuring and defending against any cost, loss, damage or expense incurred by reason of any claim, suit, liability or demand for bodily injury, death or property damage occurring on the Leased Premises or arising out, pertaining to, or involving this Lease or the use, occupancy, control, maintenance or repair on the Leased Premises by Lessee, its successors, assigns, employees, agents, customers, invitees and licensees, including without limitation, those arising as result of Leasehold Improvements or pursuant to Lessee's activities in Section 11, in the minimum amounts of \$2,000,000 for bodily injury or death to any one person, \$3,000,000 for bodily injury or death to any number of persons in any once incident, and \$1,000,000 for property damage, with regard to each such claim, suit, liability or demand.

(b) Lessee will procure workers' compensation insurance to the extent required by Michigan law.

(c) Every insurance policy procured by Lessee must: (i) be issued by a company of nationally recognized financial standing legally authorized to do insurance business in Michigan; (ii) provide that such policy shall not be cancelled without at least thirty days' prior written notice to the named and additional insureds; and (iii) not be invalidated or the proceeds not payable because of the nature of any occupancy or use. Lessee will furnish evidence of such

insurance to Lessor. Lessee will have Lessor named as an additional insured on any such insurance policy and provide proof to Lessor of Lessor's status as additional insured.

(d) The Lessor and Lessee each release the other from any liability resulting from damage by fire or other casualty to the extent of proceeds received under any insurance policy or under any pooled coverage program. Because these releases will prevent the assignment of claims to any insurer, by way of subrogation or otherwise, Lessee will procure from its insurer such endorsements to the insurance policies that are necessary to prevent invalidation or reduction of any insurance coverage provided thereunder.

10. **Responsibility.** Lessee will be responsible, for itself and its successors and assigns, for any cost, loss, damage or expense, including, without limitation, attorney fees and the reasonable costs of investigation, incurred as a result of any claim, suit, liability or demand occurring on or in the Leased Premises or arising out of, pertaining to or involving this Lease or the use, control, maintenance, repair, alteration, or occupancy on, of or to the leased Premises, the Entire Premises or personal property, by Lessee, its successors, assigns, employees, agents, customers and invitees.

11. **Lessee's Covenant Not to Sue.** Lessee will not sue or take any civil, judicial or administrative action against Lessor for any claims arising out of, pertaining to, or involving the use, control, maintenance, repair, alteration, or occupancy on, of or to the Leased Premises, the Entire Premises, or structures installed by Lessee, its successors, assigns, employees, agents, customers and invitees, except to the extent such claims arise out of conduct by Lessor, its successors, assigns, employees, agents, customers or invitees.

12. **Utilities.** Lessor will pay when due all bills for water, gas, electricity, and other utilities and services for the Leased Premises during the Lease Term, except Lessee will pay bills for electricity for lights to be installed by Lessee.

13. **Signs.** Lessee may install, maintain, and remove signs and striping of parking spaces appropriate to its use, in or about the Entire Premises as Lessee may deem necessary or desirable. The signs will be in compliance with all governmental regulations.

14. **No Liens.** Lessee will not permit any mechanic's or other lien or security interest to be filed against any part of the Entire Premises which arises out of the use, occupancy, control, maintenance or repair of the Leased Premises or for work or materials furnished to the Leased Premises or to Lessee, its successors, assignees, sub-lessees, or licensees. Lessee must discharge any lien, at Lessee's expense, within thirty days after Lessee's receipt of notice thereof. Lessor will not be liable for any labor, service or material furnished or to be furnished to Lessee.

15. **Assignment and Subletting.** Lessee will not assign this lease without the written consent of the Lessor. Lessee may enter into any sublease using less than 25% of the total square footage being leased without the written consent of the Lessor for a period not to exceed 90 days.

16. **Damage to Leased Premises.** If, during the Lease Term, the Leased Premises or any portion of the Entire Premises is partially or totally damaged or destroyed, Lessor, subject to the conditions set forth in this section, will repair such damage and restore the parking lot to substantially the same condition it was immediately before such damage or destruction,. Lessor shall not be responsible to repair and restore the Leased Premises in the event such damage or destruction was caused by Lessee, its successors, assignees, sub-lessees, or licensees, in whole or in part. Lessor will notify Lessee in writing, within thirty days after the date of the damage or destruction if Lessor anticipates that the restoration will take more than ninety days from the date of the damage or destruction to complete. In such event, either Lessor or Lessee may terminate this Lease effective as of the date of such damage or destruction by giving written notice to the other within ten days after Lessor's notice. Lessor must take such steps as may be necessary during the Lease Term to secure the Leased Premises from further damage. If damage or destruction that is not the responsibility of Lessee, in whole or in part, occurs during the last six months of the Lease Term, the Lessor may cancel this Lease. This paragraph does not apply to any damage or destruction to items installed under Paragraphs 14 and 15 of this Lease that are not caused solely by Lessor.

17. **Eminent Domain.** If (i) all of the Leased Premises are taken by any public authority under the power of eminent domain, (ii) any part of the Leased Premises is so taken and the remainder thereof is insufficient for the reasonable operation of Lessee's use, or (iii) any of the Entire Premises is so taken, and, in Lessor's opinion, it would be impractical or the condemnation proceeds are insufficient to restore the remainder of the Entire Premises, this Lease will terminate and all unaccrued obligations under this Lease shall cease as of the day before possession is taken by the condemnor.

If there is a taking by eminent domain and this Lease has not been terminated pursuant to this section, (i) Lessor will restore the Leased Premises and the leasehold improvements which are a part of the Entire Premises to a condition and size as nearly comparable to the condition and size thereof immediately before the date upon which the condemner took possession, and (ii) the obligations of Lessor and Lessee will be unaffected by such condemnation.

Surrender of Leased Premises. Upon the expiration or termination of the Lease Term, Lessee will surrender the Leased Premises, together with all existing leasehold improvements, to Lessor "broom clean" and in good order, repair and condition, except for ordinary wear and tear. Before the expiration or termination date, Lessee will remove all personal property, fixtures and equipment placed or affixed on the Leased Premises by Lessees, its assignees, sub-lessees, customers, invitees, or licensees, and repair all damage to the Leased Premises caused by such removal. If Lessee fails to so remove or repair, Lessor may remove and dispose of such property

and repair any damage caused by removal. Lessee agrees to pay the costs of such removal, and disposal within ten days of receipt of a statement therefor from Lessor. No such removal, disposal or repair will cause Lessor to be the owner of such property, by conversion or otherwise. This section survives the termination or expiration of this Lease.

18. **Lessee's Default.** (a) **Events of Default.** Any of the following occurrences, acts or omissions constitute an "Event of Default" under this Lease: (i) Lessee fails to observe or perform any other provision of this Lease within twenty-five days of Lessee's receipt of notice from Lessor, except that if the failure cannot reasonably be cured within such 25-day period, then such failure shall not be an Event of Default if Lessee begins to cure within such 25-day period and proceeds diligently and in good faith thereafter to cure such failure and cures such failure within a reasonable time.

(b) **Notice to Terminate.** If an Event of Default has happened and continues, Lessor may terminate this Lease upon written notice to Lessee. Upon Lessee's receipt of such written notice, (1) the Lease Term and the estate in this Lease granted expires and terminates as fully and completely and with the same effect as if such date were the date in this Lease fixed for the expiration of the Lease Term, and (2) all rights of Lessee under this Lease expire and terminate (but Lessee remains liable as set forth in this Lease).

(c) **Right to Re-enter.** If an Event of Default has happened and continues, Lessor may re-enter and repossess the Leased Premises by summary proceedings, ejectment, or in any other lawful manner Lessor determines to be necessary or desirable. Lessor is under no liability to Lessee by reason of any such re-entry or repossession. Lessor's re-entry of the Leased Premises is not an election by Lessor to terminate this Lease unless Lessor gives Lessee a notice of such intention or unless such a court of competent jurisdiction orders such termination.

(d) **Lessee's Liability Continues.** (i) No expiration or termination of the Lease Term pursuant to this section, or by operation of law or otherwise, (ii) no re-entry or repossession of the Leased Premises pursuant to this section or otherwise, and (iii) no reletting of the Leased Premises pursuant to this section or otherwise, will relieve Lessee of its liabilities and obligations hereunder, all of which survive such expiration, termination, re-entry, repossession or re-letting.

19. **Remedies.** No right or remedy under this Lease or at law or equity is exclusive of any other right or remedy but is cumulative. Failure to insist upon strict performance of any provision of this Lease or to exercise any right or remedy of this Lease or law or equity does not constitute a waiver of any future performance. Receipt by Lessor of any Rent with knowledge of an Event of Default or Lessee's breach of this Lease does not constitute Lessor's waiver of such Event of Default or breach. Any waiver by either party of any provision of this Lease must be in writing. Each party is entitled to injunctive relief in the event of breach or threatened breach of its material obligations under this Lease beyond

applicable cure periods. Lessee waives and releases for itself and all those claiming under it, including creditors of any kind, any right and privilege which it or any of them may have to redeem the Leased Premises or to continue this Lease after expiration or termination of Lessee's right of occupancy by order or judgment, any legal process or writ, or under the terms of this Lease.

20. **Holding Over.** If Lessee remains in occupancy of the Leased Premises beyond the expiration or termination of the Lease Term, Lessee will remain solely as a subtenant from month-to-month and all provisions of this Lease applicable to the Lease Term remain in full force and effect. Nothing in this section is intended or may be construed to permit Lessee to occupy the Leased Premises beyond the expiration or termination of the Lease Term or to waive any right or remedy of Lessor as a result thereof.

21. **Estoppel Certificate.** Lessee will, from time to time, upon fifteen days' prior written request from Lessor, cause to be executed, acknowledged and delivered a certificate stating that this Lease is unmodified and in full effect (or, if there have been modifications that this Lease is in full effect as modified and describing such modifications), the amount of rent and the date through which rent has been paid, and stating that, to the knowledge of the signer of such certificate, either no default exists under this Lease or specifying each such default of which the signer has knowledge.

22. **Title and Condition.** (a) Lessor leases the Leased Premises to Lessee in their present condition, without representation or warranty, express or implied, except as otherwise set forth in this Lease, and subject and subordinate to all easements, restrictions and agreements of record.

(b) By execution of this Lease, Lessee acknowledges that it has inspected the Leased Premises and Lessee accepts the Leased Premises and the Common Areas on the Commencement Date in their then "as is" and "where is" physical and environmental condition and releases and discharges Lessor from any claim, demand, liability or suit related to or arising from the physical or environmental condition of the Leased Premises. Lessee acknowledges that neither Lessor nor its agents or employees have made any express warranty or representation regarding the physical or environmental condition of the Leased Premises, that quality of material or workmanship of the Leased Premises, latent or patent, or the fitness of the Leased Premises for any particular use or purpose and that no such representation or warranty is implied bylaw.

23. **Representations and Warranties.** Lessee represents and warrants to Lessor that (a) Lessee is a Michigan municipal corporation, duly organized, validly existing and in good standing under the laws of Michigan, is exempt from federal and state taxes, and has the power to own its property and assets and carry on its business; (b) the execution of this

lease constitutes the binding obligation of Lessee and has been authorized by Lessee's City Commission; (c) the Lease of the Leased Premises will not conflict with or result in a breach of Lessee's charter or ordinances or any agreement to which Lessee is a party or by which it may be bound, or violate any state or federal law, statute, ordinance or regulation.

24. **Notices, Demands and Other Communications.** All notices, demands or other communications given pursuant to this Lease must be in writing and will be deemed given on the date mailed if mailed by nationally recognized overnight courier or by registered or certified mail, return receipt requested, with postage prepaid if: (a) when mailed to Lessor, it is addressed to Lessor at its address set forth above, marked "Attention: Kenny Koza" and (b) when mailed to Lessee, it is addressed to Lessee at its address set forth above, marked "Attention: City Manager". The parties may specify any other address in the United States with fifteen days prior notice.

25. **Severability.** If a court of competent jurisdiction declares invalid or unenforceable any provision of this Lease or its application to any person or circumstance, (a) the remaining provisions of this Lease, or the application of such provisions to persons or circumstances other than those to which it is invalid or unenforceable, are not affected thereby, and (b) each provision is valid and enforceable to the extent permitted by law.

26. **Binding Effect.** All provisions of this Lease are binding upon, inure to the benefit of, and are enforceable by the respective successors and assigns of Lessor and Lessee. The covenants and obligations of Lessor under this Lease are not binding upon the Lessor with respect to any period after the assignment of all its interests in the Leased Premises to a subsequent Lessor. In the event of any such assignment, Lessee may enforce the performance of any term, covenant, obligation, warranty or representation of Lessor solely against the Lessor's assignees, but only after such assignment.

27. **Governing Law.** This Lease is interpreted under the laws of the State of Michigan.


28. **Interpretation.** The recitals of this Lease are incorporated in this Lease. The section and subsection captions are for convenient reference only and are not intended to modify the interpretation of the section or subsection from an interpretation that is indicated by the text of the section or subsection. All of the representations, warranties and indemnities contained in this Lease survive indefinitely the expiration or termination of this Lease. This Lease is the product of negotiation. This Lease will be interpreted in accordance with its fair and apparent meaning and not for or against either party.

29. **Entire Agreement.** This Lease contains the entire agreement of the parties with respect to the Leased Premises. All prior negotiations or agreements, whether oral or written, are superseded and merged in this Lease.

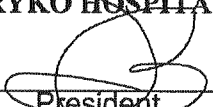
30. **Amendment.** This Lease may not be changed or amended except by a writing duly authorized and executed by the party against whom enforcement is sought.

31. **Brokers.** Lessee represents to Lessor that Lessee has not entered into any agreement providing payment to any party of any fee or commission in connection with the transactions contemplated by this Lease. If any individual or entity shall assert a claim to a finder's fee or commission as a broker or a finder, then the party who is alleged to have retained such individual or entity or whose acts, omissions or representations are alleged to give rise to such claim shall defend (with counsel reasonably acceptable to the indemnified party), indemnify and hold harmless the other party from and against any such claim and all costs, expenses, liabilities and damages, including attorney fees, incurred in connection with such claim or any action or proceeding arising from such claim or action.

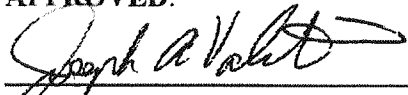
CITY OF BIRMINGHAM
("Lessee")


By: 
Its: Mayor

MARYKO HOSPITALITY, LLC ("Lessor")

By: 
Its: President
Kenny Koza

APPROVED:


Joseph A. Valentine, City Manager
(As to Form)


Timothy J. Currier, City Attorney
(As to Form)

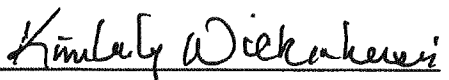
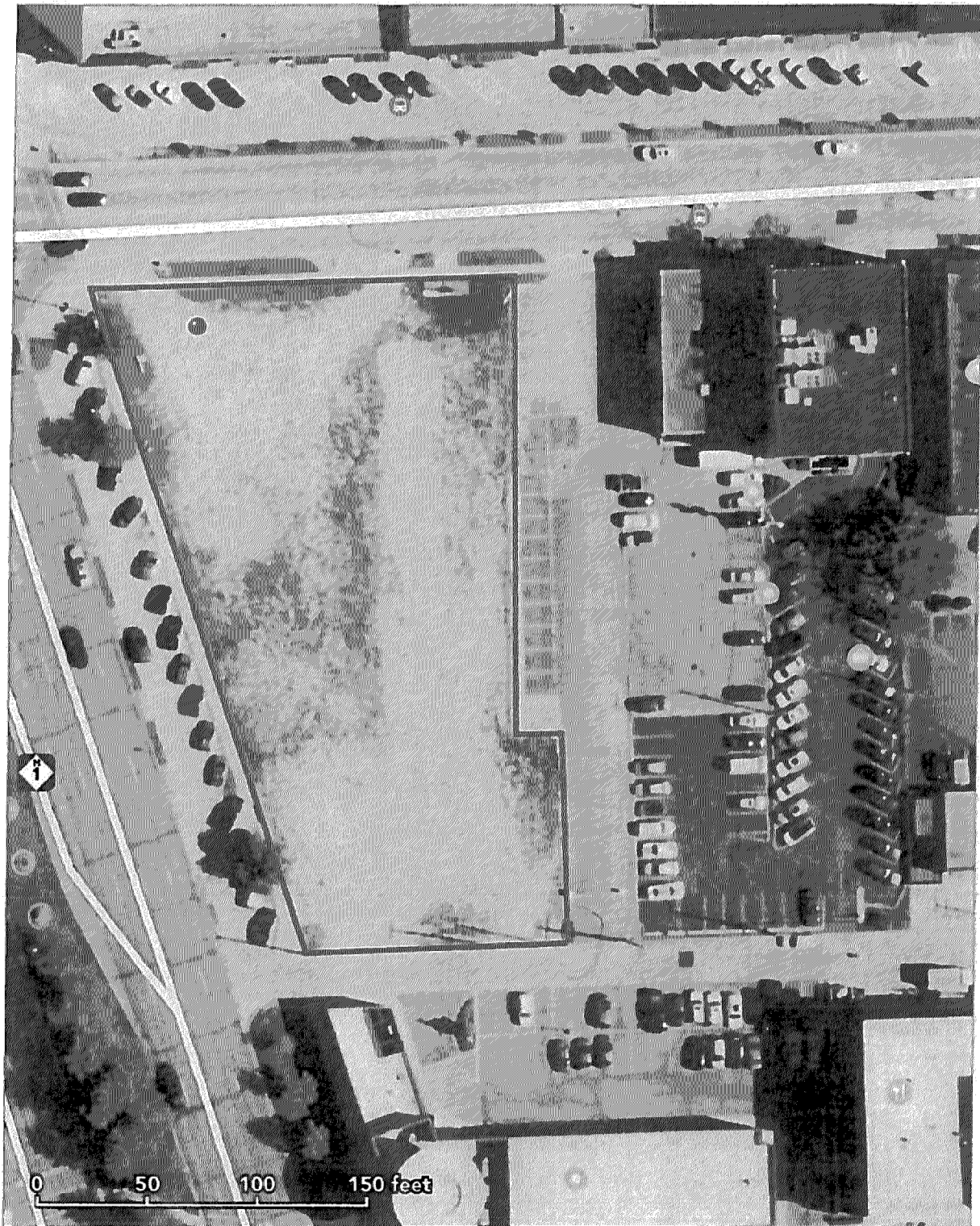

Mark Gerhart, Director of Finance
(As to Financial Obligation)
Kimberly Wickenheiser
Assistant Finance Director

EXHIBIT A
To Lease Between
MARYKO HOSPITALITY, LLC and
THE CITY OF BIRMINGHAM

near Hazel-Birmingham



Legal Description

Land situated in the City of Birmingham, Count of Oakland, State of Michigan, described as follows:

Parcel Identification No.: 19-36-226-002

Township 2 North, Range 10 East, Part of Section 36, Assessor's Plat No. 3, Lots 2, 4, 5 & 6, except that part taken for Maple Road and Hunter Boulevard, also a southerly portion of Lot 7, approximately 6' wide from east to west and 77' long from north to south, located on the southwest corner of Lot 7, also that part of vacated High Street adjacent to same, as depicted in the attached diagram which shall be controlling.



Tiffany Gunter <tgunter@bhamgov.org>

Lot 12 Lease Extension

Karen Sanders <ksanders@group10.net>
To: Tiffany Gunter <tgunter@bhamgov.org>

Mon, Jul 1, 2019 at 12:26 PM

Hi Tiffany,

I hope you had a great weekend.

I discussed with the owner and he is willing to extend the lease 6 months beyond the expiration date of 10/31/19, which would put the extended lease end date to 4/30/20. If there still is no movement towards development of that parcel as that date draw closers we can discuss for another extension beyond that if the City still needs the parking. Does this sound agreeable to you?

Karen Sanders

Property Manager

Construction Assistant



29200 Northwestern Hwy., Suite 450

Southfield, MI 48034

ksanders@group10.net

(p) 248 855-2100 ext. 128

(f) 248 855-1080

IF you tell the TRUTH, you do not have to remember ANYTHING – Mark Twain

This electronic transmission, including attachments contains privileged and confidential information intended only for the use of person(s) or entity named above. If you are not the intended recipient, you are hereby notified that any dissemination or copying of the information is strictly prohibited. If you have received this electronic mail message in error, please immediately notify us by telephone at the number above and delete the message from your files. Thank you.

From: Tiffany Gunter <tgunter@bhamgov.org>

Sent: Thursday, June 27, 2019 10:18 AM

To: Karen Sanders <ksanders@group10.net>

Subject: Lot 12 Lease Extension

Hi Karen,

[Quoted text hidden]



MEMORANDUM

Office of the City Manager

DATE: October 2, 2019

TO: Advisory Parking Committee

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Birmingham Shopping District: Holiday Marketing Campaign Funding Request

The annual Birmingham Shopping District holiday marketing campaign will kick-off soon and will include advertising on WXYZ TV Channel 7, WDIV Channel 4 and Comcast cable channels that will include promotion of parking in the downtown.

Their ads will primarily highlight the downtown shopping, dining and spa experience. Each of the ads will promote the popular "2 Hours Free Parking in the Decks" program, as they have in years past. The goal of the ads is to drive traffic to downtown Birmingham, benefiting merchants and the parking system.

This year the Birmingham Shopping District is aiming to commit a total of \$50,000 for the holiday shopping campaign. The BSD is requesting that the Advisory Parking Committee approve a \$25,000 commitment from the parking fund for the campaign. This would be the seventh year of a financial commitment from the APC at this funding level.

Holiday Advertising	
Print	\$9,000
Digital	\$15,000
Broadcast	\$25,000
Signage	\$1,000

The advertising vignettes will provide a strong push for the parking system, as the host will close out every segment with a strong statement about parking in Birmingham. These 15 and 30 second ads will feature a graphic at the end of the spot highlighting "2 Hours Free Parking in the Decks" incorporating the parking logo for the shopping district.

They are asking that the Advisory Parking Committee recommend this expenditure in support of the BSD holiday television campaign.

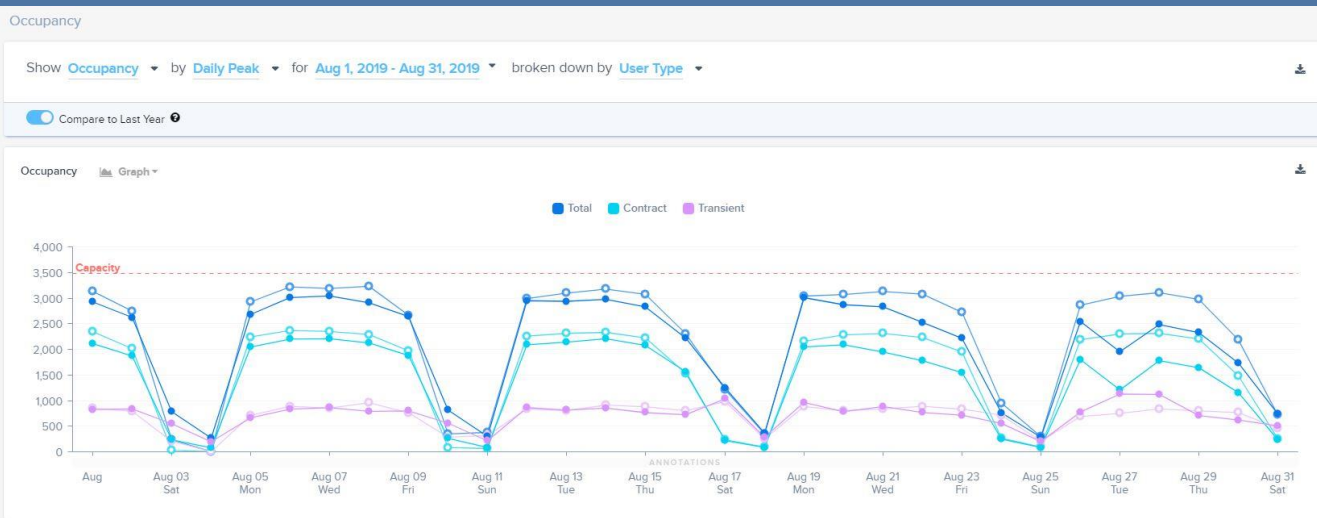
SUGGESTED RECOMMENDATION:

To recommend an expenditure of \$25,000 from the Parking Enterprise Fund in support of the BSD holiday television campaign.

City of Birmingham Parking Utilization Dashboard – August 2019

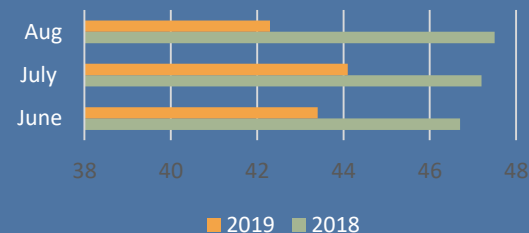
Parking Garages

OCCUPANCY

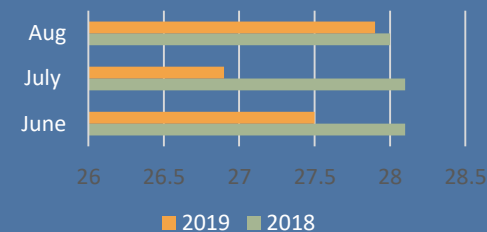


Parking Meters

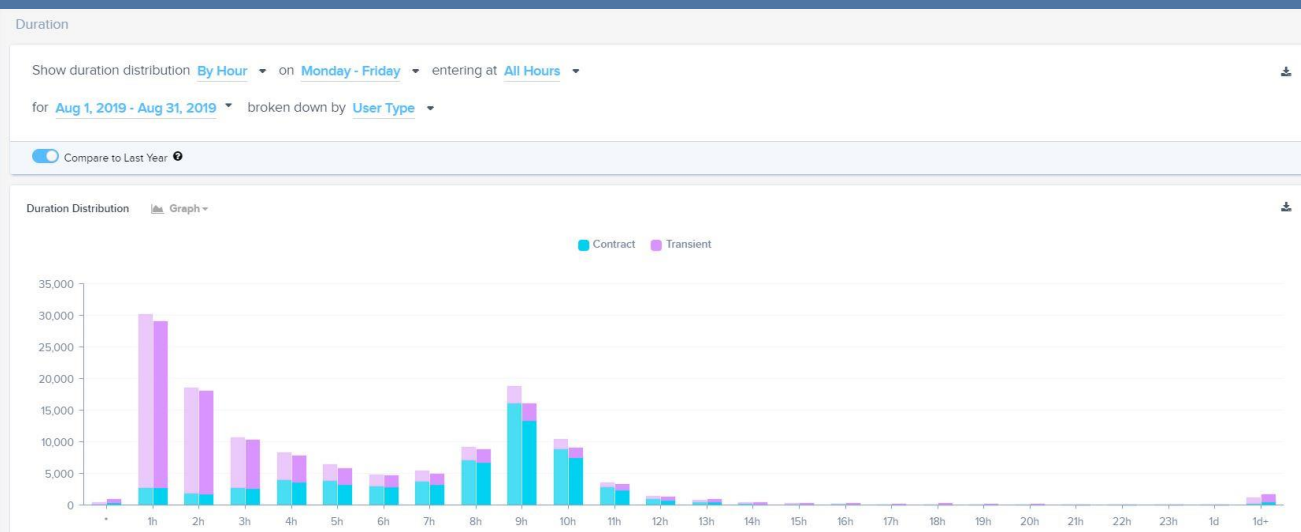
Coin



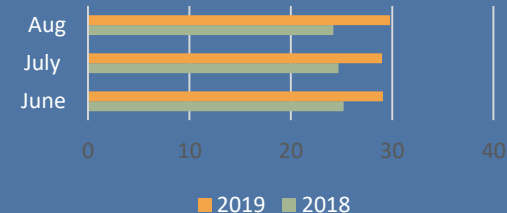
Credit



DURATION



ParkMobile



**Birmingham Parking System
Transient & Free Parking Analysis
Months of August 2018 & August 2019**

August 2018

GARAGE	TOTAL CARS	FREE CARS	CASH REVENUE	% FREE
PEABODY	17,851	10,051	\$ 28,386.02	56%
PARK	21,696	9,618	\$ 49,665.02	44%
CHESTER	7,874	2,661	\$ 49,817.03	34%
WOODWARD	13,536	6,227	\$ 34,215.02	46%
PIERCE	27,771	13,586	\$ 67,893.03	49%
TOTALS	88,728	42,143	\$ 229,976.12	47%

August 2019

GARAGE	TOTAL CARS	FREE CARS	CASH REVENUE	% FREE
PEABODY	19,996	11,256	\$ 41,608.00	56%
PARK	22,708	9,614	\$ 57,415.00	42%
CHESTER	6,758	2,896	\$ 41,177.00	43%
WOODWARD	13,171	5,945	\$ 40,971.00	45%
PIERCE	28,713	13,062	\$ 77,805.00	45%
TOTALS	91,346	42,773	\$ 258,976.00	47%

BREAKDOWN:	TOTAL CARS	+3%
	FREE CARS	+1%
	CASH REVENUE	+13%

MONTHLY PARKING PERMIT REPORT

For the month of: August 2019

Date Compiled: September 11, 2019

	Pierce	Park	Peabody	N.Old Wood	Chester	Lot #6/\$210	Lot #6/\$150	South Side	Lot B	35001 Woodward	Lot 12	Total
1. Total Spaces	706	811	437	745	880	174	79	8	40	40	150	4070
2. Daily Spaces	370	348	224	359	425	N/A	N/A	N/A	N/A	N/A	N/A	1726
3. Monthly Spaces	336	463	213	386	560	174	79	8	30	40	150	2439
4. Monthly Permits Authorized	550	750	400	800	1140	150	40	8	30	50	225	4143
5. Permits - end of previous month	550	750	400	800	1140	150	40	8	22	50	223	4133
6. Permits - end of month	550	750	400	800	1140	150	40	8	25	50	225	4138
7. Permits - available at end of month	0	0	0	0	0	0	0	0	5	0	0	5
8. Permits issued in month includes permits effective 1st of month	0	7	0	2	4	0	0	0	0	0	0	13
9. Permits given up in month	0	7	0	2	4	0	0	0	0	0	0	13
10. Net Change	0	0	0	0	0	0	0	0	0	0	0	0
11. On List - end of month*	1245	1426	1191	1576	1120	27	0	0	0	22	0	6607
**On List-Unique Individuals												3780
12. Added to list in month	11	8	6	11	4	0	0	0	0	0	0	40
13. Withdrawn from list in month (w/o permit)	0	0	0	0	0	0	0	0	0	0	0	0
14. Average # of weeks on list for permits issued in month	143	82	141	126	57	0	0	0	0	0	0	109.8
15. Transient parker occupied	251	347	106	171	76	N/A	N/A	N/A	N/A	N/A	N/A	951
16. Monthly parker occupied	287	441	270	513	598	N/A	N/A	N/A	N/A	N/A	N/A	2109
17. Total parker occupied	538	788	376	684	674	N/A	N/A	N/A	N/A	N/A	N/A	3060
18. Total spaces available at 1pm on Wednesday 8/14	168	23	61	61	206	N/A	N/A	N/A	N/A	N/A	N/A	519
19. "All Day" parkers paying 5 hrs. or more												
A:Weekday average.	244	247	128	153	78	N/A	N/A	N/A	N/A	N/A	N/A	850
B:*Maximum day	N/A*	N/A*	N/A*	N/A*	N/A*	N/A	N/A	N/A	N/A	N/A	N/A	0
20. Utilization by long term parkers	N/A*	N/A*	N/A*	N/A*	N/A*	N/A	N/A	N/A	N/A	N/A	N/A	#DIV/0!

(1) Lot #6 does not have gate control, therefore no transient count available

(2) (Permits/Oversell Factor + Weekday Avg.) / Total Spaces

* Average Maximum day not available currently in Skidata

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

CITY OF BIRMINGHAM - Combined
Income Statement
For Periods Indicated

REVENUES:	Month Ended August 31, 2019	2 Month Ending August 31, 2019	Month Ended August 31, 2018
Revenues - Monthly parking	215,466.00	394,254.00	190,467.00
Revenues - Cash Parking	258,976.00	544,035.60	229,976.12
Revenues - Card Fees	165.00	210.00	240.00
Revenue - Lot #6	39,673.00	44,783.00	22,182.41
TOTAL INCOME	<u>514,280.00</u>	<u>983,282.60</u>	<u>442,865.53</u>
EXPENSES:			
Salaries and Wages	64,320.33	127,900.52	65,833.23
Payroll Taxes	6,028.19	12,026.67	6,260.77
Workmens Comp Insurance	3,129.03	6,222.11	2,995.54
Group Insurance	20,493.44	40,882.31	19,310.68
Uniforms	0.00	0.00	440.47
Insurance	9,982.50	22,116.52	10,655.44
Utilities	1,022.80	2,067.02	925.81
Maintenance	4,829.57	9,292.67	14,036.72
Parking Tags/Tickets	364.94	364.94	
Accounting Fees	4,626.72	9,160.69	4,533.97
Office Supplies	473.66	738.38	472.20
Card Refund	0.00	0.00	
Operating Cost - Vehicles	469.70	909.29	713.18
Pass Cards	0.00	0.00	4,000.00
Employee Appreciation	0.00	0.00	
Credit Card Fees	13,206.87	27,761.02	9,661.32
Bank Service Charges	70.40	140.57	75.28
Miscellaneous Expense	397.72	692.44	392.79
Management Fee Charge	3,875.00	7,750.00	3,875.00
TOTAL EXPENSES	<u>133,290.87</u>	<u>268,025.14</u>	<u>144,182.40</u>
OPERATING PROFIT	<u>380,989.13</u>	<u>715,257.46</u>	<u>298,683.13</u>

270-6485

CITY OF BIRMINGHAM PIERCE DECK
Income Statement
For Periods Indicated

REVENUES:	Month Ended August 31, 2019	2 Month Ending August 31, 2019	Month Ended August 31, 2018
Revenues - Monthly parking	33,662.00	69,239.00	35,765.00
Revenues - Cash Parking	77,805.00	148,037.00	67,893.03
Revenues - Card Fees	60.00	75.00	15.00
TOTAL INCOME	111,527.00	217,351.00	103,673.03
EXPENSES:			
Salaries and Wages	11,159.31	22,368.68	12,152.81
Payroll Taxes	1,036.30	2,083.87	1,120.48
Workmens Comp Insurance	543.31	1,089.02	553.21
Group Insurance	4,154.98	8,205.30	4,396.25
Uniforms		-	80.20
Insurance	1,797.00	3,594.00	1,992.68
Utilities	367.36	743.58	353.81
Maintenance	665.18	1,450.81	2,854.52
Parking Tags/Tickets	72.98	72.98	
Accounting Fees	899.37	1,798.74	899.37
Office Supplies	94.73	147.66	94.44
Card Refunds		-	
Operating Cost - Vehicles	93.94	181.86	142.63
Pass Cards		-	800.00
Employee Appreciation		-	-
Credit Card Fees	3,967.79	7,553.59	2,852.07
Bank service charges	12.25	24.50	11.49
Miscellaneous Expenses	41.99	55.62	32.23
Management Fee Charge	775.00	1,550.00	775.00
TOTAL EXPENSES	25,681.49	50,920.21	29,111.19
OPERATING PROFIT	85,845.51	166,430.79	74,561.84

270-6486

CITY OF BIRMINGHAM PEABODY DECK
Income Statement
For Periods Indicated

	Month Ended August 31, 2019	2 Month Ending August 31, 2019	Month Ended August 31, 2018
REVENUES:			
Revenues - Monthly parking	26,930.00	55,596.00	19,275.00
Revenues - Cash Parking	41,608.00	86,329.60	28,386.02
Revenues - Card Fees			15.00
TOTAL INCOME	68,538.00	141,925.60	47,676.02
EXPENSES:			
Salaries and Wages	10,614.13	21,421.80	11,198.26
Payroll Taxes	984.33	1,993.32	1,029.50
Workmens Comp Insurance	516.93	1,043.20	510.00
Group Insurance	4,154.98	8,309.86	4,396.23
Uniforms		-	80.00
Insurance	1,624.50	2,758.80	1,520.17
Utilities	163.86	330.86	143.00
Maintenance	665.18	1,450.80	2,730.29
Parking Tags/Tickets	72.98	72.98	
Accounting Fees	809.19	1,618.38	809.19
Office Supplies	94.73	147.66	94.44
Card Refund		-	
Employee Appreciation		-	
Operating Cost - Vehicles	93.94	181.86	142.64
Pass Cards		-	800.00
Credit Card Fees	2121.86	4,405.19	1192.87
Bank service charges	12.25	24.50	11.49
Miscellaneous Expense	41.57	54.88	31.49
Management Fee Charge	775.00	1,550.00	775.00

TOTAL EXPENSES	<u>22,745.43</u>	<u>45,364.09</u>	<u>25,464.57</u>
OPERATING PROFIT	<u>45,792.57</u>	<u>96,561.51</u>	<u>22,211.45</u>

270-6487

CITY OF BIRMINGHAM PARK DECK
Income Statement
For Periods Indicated

REVENUES:	Month Ended August 31, 2019	2 Month Ending August 31, 2019	Month Ended August 31, 2018
Revenues - Monthly parking	42,840.00	91,691.00	41,867.00
Revenues - Cash Parking	57,415.00	130,521.00	49,665.02
Revenues - Card Fees	15.00	15.00	90.00
TOTAL INCOME	<u>100,270.00</u>	<u>222,227.00</u>	<u>91,622.02</u>
EXPENSES:			
Salaries and Wages	13,537.06	26,833.43	13,315.85
Payroll Taxes	1,260.56	2,504.39	1,232.40
Workmens Comp Insurance	658.37	1,305.06	605.86
Group Insurance	3,938.78	7,877.46	3,502.65
Uniforms		-	80.00
Insurance	2,059.50	4,270.52	2,276.47
Utilities	163.86	330.86	143.00
Maintenance	1,485.18	2,570.80	2,675.89
Parking Tags/Tickets	72.98	72.98	
Accounting Fees	940.72	1,856.00	915.28
Office Supplies	94.73	147.65	94.44
Card Refund		-	
Operating Cost - Vehicles	93.94	181.86	142.64

Pass Cards		-	800.00
Employee Appreciation		-	
Credit Card Fees	2,927.96	6,660.50	2,086.34
Bank service charges	12.25	24.50	11.49
Miscellaneous Expenses	43.85	86.48	45.72
Management Fee Charge	775.00	1,550.00	775.00
TOTAL EXPENSES	<u>28,064.74</u>	<u>56,272.49</u>	<u>28,703.03</u>
OPERATING PROFIT	<u>72,205.26</u>	<u>165,954.51</u>	<u>62,918.99</u>

270-6488

CITY OF BIRMINGHAM CHESTER DECK
Income Statement
For Periods Indicated

REVENUES:	Month Ended August 31, 2019	2 Month Ending August 31, 2019	Month Ended August 31, 2018
Revenues - Monthly parking	45,229.00	67,093.00	46,545.00
Revenues - Cash Parking	41,177.00	103,677.00	49,817.03
Revenues - Card Fees		15.00	75.00
TOTAL INCOME	<u>86,406.00</u>	<u>170,785.00</u>	<u>96,437.03</u>
EXPENSES:			
Salaries and Wages	15,747.56	31,443.13	15,887.85
Payroll Taxes	1,512.85	3,036.14	1,649.83
Workmens Comp Insurance	765.34	1,528.13	722.29
Group Insurance	4,306.58	8,613.06	3,513.46
Uniforms		-	120.27
Insurance	2,232.00	4,464.00	2,450.00
Utilities	163.86	330.86	143.00

Maintenance	1,288.82	2,174.45	3,100.11
Parking Tags/Tickets	72.98	72.98	
Accounting Fees	1,038.83	2,023.07	984.24
Office Supplies	94.73	147.65	94.44
Card Refund		-	
Operating Cost - Vehicles	93.94	181.86	142.64
Pass Cards		-	800.00
Employee Appreciation		-	-
Credit Card Fees	2,099.88	5,290.91	2,092.73
Bank Service Charges	21.40	42.57	29.32
Misc Expense	45.58	74.92	35.15
Management Fee Charge	775.00	1,550.00	775.00
TOTAL EXPENSES	<u>30,259.35</u>	<u>60,973.73</u>	<u>32,540.33</u>
OPERATING PROFIT	<u>56,146.65</u>	<u>109,811.27</u>	<u>63,896.70</u>

270-6489

CITY OF BIRMINGHAM N. WOODWARD DECK
Income Statement
For Periods Indicated

REVENUES:	Month Ended August 31, 2019	2 Month Ending August 31, 2019	Month Ended August 31, 2018
Revenues - Monthly parking	66,805.00	110,635.00	47,015.00
Revenues - Cash Parking	40,971.00	75,471.00	34,215.02
Revenues - Card Fees	90.00	105.00	45.00
		-	
TOTAL INCOME	<u>107,866.00</u>	<u>186,211.00</u>	<u>81,275.02</u>
EXPENSES:			
Salaries and Wages	13,262.27	25,833.48	13,278.46

Payroll Taxes	1,234.15	2,408.95	1,228.56
Workmens Comp Insurance	645.08	1,256.70	604.18
Group Insurance	3,938.12	7,876.63	3,502.09
Uniforms		-	80.00
Insurance	2,269.50	7,029.20	2,416.12
Utilities	163.86	330.86	143.00
Maintenance	725.21	1,645.81	2,675.91
Parking Tags/Tickets	73.02	73.02	
Accounting Fees	938.61	1,864.50	925.89
Office Supplies	94.73	147.75	94.44
Card Refund		-	
Operating Cost - Vehicles	93.94	181.86	142.64
Pass Cards		-	800.00
Employee Appreciation		-	
Credit Card Fees	2089.38	3,850.83	1437.31
Bank Service Charges	12.25	24.50	11.49
Miscellaneous Expense	43.64	58.36	33.11
Management Fee Charge	775.00	1,550.00	775.00
TOTAL EXPENSES	<u>26,358.76</u>	<u>54,132.45</u>	<u>28,148.20</u>
OPERATING PROFIT	<u>81,507.24</u>	<u>132,078.55</u>	<u>53,126.82</u>

270-6484

CITY OF BIRMINGHAM lot #6
Income Statement
For Periods Indicated

	Month Ended August 31, 2019	2 Month Ending August 31, 2019	Month Ended August 31, 2018
INCOME			
Revenues - Monthly Parking Lot #6 & Southside	39,673.00	44,783.00	22,182.41
	0.00		

		TOTAL INCOME	<u>39,673.00</u>	<u>44,783.00</u>	<u>22,182.41</u>
EXPENSES	Liability Insurance				
	Office Supplies (Hanging Tags)				
	Misc.		181.09	362.18	215.09
	TOTAL EXPENSES		<u>181.09</u>	<u>362.18</u>	<u>215.09</u>
		NET PROFIT	<u>39,491.91</u>	<u>44,420.82</u>	<u>21,967.32</u>

2 Month Ending
August 31, 2018
429,559.00
450,862.12
285.00
27,687.41
<u>908,393.53</u>

130,319.51
12,398.89
5,930.21
40,779.74
750.53
21,310.88
1,704.18
27,340.49
428.33
8,897.94
871.74
1,522.75
4,000.00
64.00
22,678.91
153.49
695.72
7,750.00
<u>287,597.31</u>
<u>620,796.22</u>

2 Month Ending
August 31, 2018
75,700.00
122,274.03
15.00
<hr/>
197,989.03
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23,268.67
2,140.74
1,059.50
9,327.21
142.22
3,985.36
420.18
4,234.15
61.72
1,764.74
174.35
-
304.54
800.00
-
6,056.94
22.98
45.67
1,550.00
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55,358.97
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142,630.06
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2 Month Ending
August 31, 2018
56,590.00
54,102.02
15.00
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110,707.02
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22,191.70
2,038.10
1,010.75
9,327.17
142.01
3,040.34
321.00
5,226.14
61.71
1,584.38
174.35
304.55
800.00
2,708.40
22.98
44.84
1,550.00

50,548.42

60,158.60

2 Month Ending

August 31, 2018

102,339.00

87,304.02

90.00

189,733.02

27,054.30

2,503.73

1,230.87

7,368.11

142.01

4,552.94

321.00

5,544.33

61.71

1,796.56

174.35

304.55

800.00
4,304.54
22.98
61.22
1,550.00
<hr/> 57,793.20 <hr/>
<hr/> 131,939.82 <hr/>

2 Month Ending
August 31, 2018
98,595.00
118,357.03
75.00
<hr/> 217,027.03 <hr/>

31,564.94
3,290.68
1,435.06
7,389.73
182.28
4,900.00
321.00

8,280.32
181.48
1,934.48
174.35
304.55
800.00
64.00
6,132.03
61.57
99.81
1,550.00
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68,666.28
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148,360.75
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2 Month Ending
August 31, 2018
96,335.00
68,825.02
45.00
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165,205.02
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26,239.90

2,425.64
1,194.03
7,367.52
142.01
4,832.24
321.00
4,055.55
61.71
1,817.78
174.35
304.55
800.00
3,477.00
22.98
48.00
1,550.00
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54,834.26
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110,370.76
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2 Month Ending
August 31, 2018

27,687.41

27,687.41

396.18
396.18

27,291.23

