



The Shopping District

**Birmingham Shopping District Agenda
Thursday October 4, 2018 - 8 a.m.**

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

1. Call to order and Roll Call of Board
2. Recognition of Visitors
3. Approval of Minutes for September 6, 2018
4. Board Member Comments
 - a. Ceresnie and Offen Furs recognition
5. Reports:
 - a. Finance Report
 - b. Executive Director Report – Tighe
 - c. Committee Reports:
 - i. Special Events – Astrein
 - ii. Marketing & Advertising – Pohlod
 - iii. Maintenance and Capital Improvements – Quintal
 - iv. Business Development – Surnow
 - v. Executive Board Report – Hockman
 - d. Parking Report – August
 - e. Chamber Report
 - f. Community House Report
6. Approval of Vouchers
7. Unfinished Business
 - a. Request to Set BSD Rate and Public Hearing Dates
8. New Business
 - a. Request to approve Santa agreements with Randy Lee, Allen Hyland, Jim Tait, Daniel Suttikus
 - b. Request to approve agreement with Top Hats and Tails Carriage Rides
 - c. Request to approve Winter Markt Tent Agreement
 - d. BSD Committee Membership Approval
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 Proceeding
Thursday, September 6, 2018 8 a.m.
The Community House
Birmingham, MI 48009

Minutes of the meeting of the Birmingham Shopping District Board held Thursday, September 6, 2018, at 8:04 a.m. in The Community House.

1. CALL TO ORDER AND ROLL CALL OF BOARD

PRESENT: Astrein, Eid, Hockman, Kay, Pohlod, Quintal, Roberts, Surnow, Valentine

ABSENT: Fehan, Solomon

ALSO PRESENT:

ADMINISTRATION: Tighe, Brook

2. RECOGNITION OF VISITORS

Ara Darakjian, Jeff Salz, Dick Lilley, Lisa Hamill

3. APPROVAL OF MINUTES

MOTION: Motion by Astrein, seconded by Quintal to approve the minutes dated August 2, 2018.

VOTE: Yeas, 9 Nays, 0 Absent, 2

4. BOARD MEMBER COMMENTS

Hockman recognized Dick Lilley and Jeff Salz for their commitment to the Birmingham Cruise Event. They have been key to the planning of the event for 23 years which has helped with continuity and bringing order to chaos with over 300 classic cars at the event each year.

Hockman then recognized Lisa Hamill from Harp's Lingerie as an integral part of the community for many years. Harp's has been in business since 1947 and in Birmingham since 1992. Hockman expressed the board's appreciation for their continued support of the City.

5. REPORTS

a. FINANCE REPORT – TIGHE

Tighe explained that July is the first month of the fiscal year. Revenue and expenses are in a good place, less than 10% through the budget and spending is higher at this time of the year due to the event schedule.

Both reports for cash flow (month and fiscal year) match. Due to summer events, there was a little more spending leaving an ending balance of \$592,236.

b. EXECUTIVE DIRECTOR REPORT - TIGHE

Tighe once again thanked Lilley and Salz for their hard work on the Cruise Event and said that the BSD couldn't do it without their efforts. She also thanked Harps for being an important member of the Birmingham community.

c. COMMITTEE REPORTS:

SPECIAL EVENTS - ASTREIN

Astrein explained that over \$47,000 of Birmingham Bonus Bucks (BBB) have been turned in for reimbursement by merchants. The special events committee is considering doing a similar program for Small Business Saturday.

The winner for the Construction Art Contest was recognized during the ribbon cutting ceremony at the start of Day on the Town which was held on August 11th.

The committee is now working on plans for the holiday season.

Quintal asked if the Cruise event had lighter attendance this year. Valentine said that he felt that Woodward seemed to be down, but that our event area seemed busier.

MARKETING & ADVERTISING - POHLOD

Pohlod said that at the committee has held a couple of meetings. They held the photo shoot for the fall magazine and are currently editing it. The magazine will be out later this month. She said that the holiday issue will be more of a gift giving guide, not just focusing on jewelry.

The September issue of showcases different restaurants. An effort is being made to incorporate more kinds of businesses.

The next meeting will look at the digital marketing strategy.

MAINTENANCE/CAPITAL IMPROVEMENTS - QUINTAL

Quintal shared that they have walked through the newly renovated streets with Nick's Maintenance and received a quote for snow removal. They are working with the City on this.

They had a meeting with another vendor to get another bid for the lights over Merrill which was about \$8,000.

The hanging baskets will be the same next year. Planters will be relocated, probably not in the downtown area.

Construction valet averaged 800 cars per week. They are looking into the possibility for shoppers in the future to be able to pick their car up at any stand, not just where they dropped it.

Tighe explained that the City has taken over two of the valet stands. Customers now pay \$5 for the first two hours and \$5 each additional hour. This is being done for a six month trial. During the holidays, the BSD will once again cover the first two hours so that it will be free for shoppers.

Valentine said that City staff will determine what will happen after trial period.

Darakjian said that he feels that \$5 is a ridiculous price for a short visit. He believes that parking continues to be a big issue in the City.

Hockman shared that normally we would not offer any valet after construction ended. So, this is an extra option and if someone wants the convenience they will pay for it. He reiterated that this is an experiment to see if we want valet to continue.

Astrein asked what happened to the idea of imaging lighting. Quintal said that cost was a problem. So, it would not be happening this year.

BUSINESS DEVELOPMENT - SURNOW

The committee is continuing to work go through the list that Buxton provided. There are still a couple of viable prospects. There is continued work to upgrade the website to make it more user-friendly.

Occupancy rates are still well above 90% (96% retail and 90% for office) and there is a lot in the pipeline. The Buxton contract is up in November. So, the committee is assessing going forward with them. More information will be shared at the next meeting.

Eid asked if we are happy with them. Surnow said that we have seen value in their work. They provided good resources and good leads, but the BSD's needs may not be the same this year as they were last.

EXECUTIVE BOARD REPORT - HOCKMAN

Hockman explained that every 3 years the assessment rate is determined to fund the BSD. This will be discussed further in new business.

He also shared that the board conducted their annual evaluation of the executive director. Board members were asked to evaluate Tighe in 8 different categories. He reported that Tighe received fabulous scores – 4.71 out of 5 which he said is phenomenal for someone here for just one year. He said that she shows good command and enthusiasm and represents the BSD and the community well. The board is very pleased. The evaluation is passed on the City Manager. Compensation adjustments follow the City process.

d. PARKING REPORT - VALENTINE

Valentine said that they will continue to tweak and improve the parking reports. A more simplified version will be coming soon. He also mentioned that the parking consultant will be giving their report to the committee next month. The committee is working to use the data available for Smarking – Smart Parking which will help leverage improvements.

e. CHAMBER REPORT

There was no report from the Chamber.

f. COMMUNITY HOUSE REPORT

There was no report from The Community House.

6. APPROVAL OF VOUCHERS

MOTION: Motion by Astrein, seconded by Surnow to approve the vouchers, as submitted, dated September 6, 2018.

VOTE: Yeas, 9 Nays, 0 Absent, 2

7. OLD BUSINESS

There was none.

8. NEW BUSINESS

a. Request to set BSD Rate and Public Hearing Dates

Hockman explained that it is time for the BSD's assessment to be approved as is done every three years. He said that Tighe has done thorough data analysis.

Tighe gave a brief history of the BSD. In 1991-1992 Somerset opened and citizens lobbied in Lansing to get a Principle Shopping District (PSD). We are a PSD in statute but rebranded as the Birmingham Shopping District (BSD) as it seems to make more sense from a marketing perspective.

The mission of the board is to provide leadership in the marketing, advertising, and promotion of the Birmingham Shopping District. We actively work to promote a district that is active, attractive, clean, safe and pedestrian-oriented, and ensure that the entire district continues to serve as a center for business, service, social, cultural and community activities.

The board created four committees – Business Development, Special Events, Marketing and Maintenance/Capital Improvements. Geographic boundaries were set that created two districts – District 1 and District 1A. District 1 is the center of the city and has a higher assessment than District 1A.

Currently, the assessment rates (per square foot) are – District 1 first floor – 49.4¢, 2nd floor and above – 19.6¢ for District 1A first floor - 24.7¢ and 9.6¢ for 2nd and 3rd floors. These rates have been the same for the last 10 years.

There was a strong retail focus when the PSD was created, but others have also benefitted. When the act was created in 1992, there was a cap of \$10,000 per building. The cap has been raised every year with inflation and is currently at \$15,517.

The Executive Committee did a deep dive into the history and financial management of the BSD and took into account future needs which include further road construction. Four years ago the BSD started saving for the Old Woodward construction project and would like to keep doing that for the next two phases of construction.

The goal of the board has been to maintain a fund balance of \$600,000. If the BSD were to shut down it would take approximately \$300,000 to pay the rest of the invoices and close out current contracts. This leaves an additional \$300,000 for contingency funds.

The Pave the Way program during construction was a huge success. Birmingham Bonus Bucks (BBB) showed \$1,047,691 in spending from receipts submitted to earn BBBs and there were over 15,300 valet users.

The Executive Committee would like to propose that the new assessment figures be good for four years instead of the typical three due to the third phase of construction happening at that time.

The proposed assessment rates would have the first floor remain at the same rate as today and for 2nd and 3rd floors to increase to 38.5¢ for District 1 and 19.3¢ for District 1A. These rates are an 18.9 cent increase and 9.7 cent increase, respectively.

This proposal is modeled to bring more equity as all of the floors benefit from the BSD's work.

Astrein compared this to CAM (Common Area Maintenance) fees charged by malls. Tighe agreed and said that the benefits to being in Birmingham are significant compared to being in a mall. This is a great environment and at a lower cost.

Quintal asked what this means for other floors. Tighe said that the increase is for floors two and higher – any upper floors that are office space. Residential properties are not assessed.

Quintal said that he is not comfortable knowing where all of the money is going. He said that this is a big increase for large companies and he is not comfortable with the assessment amount doubling. He pointed out that the building is taxed, not just the offices. So, he feels that it is likely that first floor rents will also increase.

Hockman asked if he is looking for budget cuts. Quintal responded that he thinks some things need to be reevaluated as to whether they are still needed and working or not.

Pohlod wanted to know if BBBs will be as important in phases 2 and 3 of construction. And, if so, should the office space be funding the BBB program?

Tighe said that this is to better align the upper floors with the first floor, not just to fund the BBBs. All floors benefit from flowers, planters, snow removal, events and the marketing of downtown. She reminded everyone that these have been the same assessments for the last decade and had they been increasing with inflation over the years it would be very similar to these proposed amounts.

Quintal wondered why we don't have an office representative on the BSD board. He pointed out that they are paying, but he doesn't feel that we reach out to them very often. We seem to not be tapping into a large group. He also asked why apartment buildings are not charged.

Tighe explained that that would require a statute change in Lansing. Quintal pointed out that they are renting buildings just like retail building owners.

Surnow wondered why residential buildings don't contribute as well. Quintal said that this would be doubling the cost for office space. Surnow asked about resources and how they are being used.

Hoffman explained that every year we go through a budget process and all of the information has been available to the board. He said that the BSD budget is \$900,000 and 75% of that comes from assessments. The rest is from program support. The vast majority is going into programs.

Quintal wanted to know if there is anything that is no longer necessary. He suggested asking committee chairs. Eid asked about the differentiation of District 1 versus District 1A. He said that both areas are getting the same benefits.

Hoffman replied that when the PSD was set-up it was geared to a central business district and 1A was outside of the central business district. He said that the question is what is it going to take to run the organization. There was an in-depth discussion when it was set. He continued that he thinks there is an equity argument. We could raise the first floor. There has been no increase in ten years, no CPI increase. We are now in a situation with programs coming that we want to have resources available for the second and third phases of construction.

Eid asked if there is a way to spread it out over more of the City. Surnow agreed with Eid that we need to take another look and make sure that's what we need and that we really understand the numbers.

Tighe let them know that this would increase the BSD budget by \$150,000 per year. Surnow said that his buildings are all offices. Astrein said that offices have benefitted from the BSD as much as retail has and that overall, the benefit outweighs the increase.

Pohlod said that she feels the executive committee has done a good job looking at the pieces and that it is good that the first story businesses will not see an increase as she does not want to put a further burden on retail. She said that she thinks the higher levels can go up, but doubling is big. She wondered if there might be something in between. Maybe construction expenses could come from the additional \$300,000 kept as reserve and those monies could be put back in the bank over the next couple of years.

Quintal said that the rate increases are assessed to the building owners. Some pass it through and some do not. He does not understand why apartments and hotels are not included.

Valentine said that adding them is not an option as they are exempted by law.

Hockman said that a change can be made to the law, but it will not happen in the short term. He said that the board won't vote until everyone is comfortable, but it does need to be done in the next 60-90 days or the current assessment will expire. So, he said that we need to know specifics of what everyone would like to see.

Roberts said that this discussion has been great. Astrein asked Quintal if he would look at his properties and see what the impact would be.

Hockman said that the group needs to read and understand the public act. This is the information on the PSD was formed. He also asked the group what additional information they would like to see about the budget and if there are specific questions. He pointed out that changing the budget is not going to get resolved in 30 days.

Valentine asked if they are comfortable assessing more money to continue construction programs that were successful. If yes, then how? Do we want to cut services? That seems counterproductive. Do we want to use some of the fund balance?

Surnow said that he would like to see options and that new programs do come with costs. Valentine said that things evolve and change over time.

Hockman asked if they want to continue construction support at the same level. He noted that he saw heads nodding. Pohlod said that she wants valet to continue to other phases. She feels that parking will be a big issue. She said yes, we need to do this.

Hockman said that further analysis can be done. The group has been very conservative with the fund balance. Changing districts will not happen in 30 days but it is a good idea to start looking into it. He wants to still work with the first floor not increasing.

He suggested that if board members would like to take a closer look at the budget, that can be done off-line. A decision will need to be made at the next meeting.

At this time we will defer action on this motion until the next meeting. The question about residential properties needs to be answered.

Darakjian asked if anyone had done the math to see how the increase would impact rentals. Hockman explained that we have the per square foot number. So, landlords can use that number to do calculations for their buildings.

Surnow said that top numbers go down if we don't have services. Astrein said that he pays more for his garbage collection.

Hockman encouraged board members to not wait until the next meeting if they have any other questions. He wants everyone to feel comfortable and have the information they need to make their decision.

9. INFORMATION

- a. Retail Activity**
- b. Announcements**
- c. Letters, Board Attendance & Monthly Meeting Schedule**

10. PUBLIC COMMENTS

11. ADJOURNMENT – 9:31 A.M.

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

Fund 247 PRINCIPAL SHOPPING DISTRICT

GL Number	Description	Balance
*** Assets ***		
247-000.000-004.0000	PETTY CASH	475.00
247-000.000-005.0000	CASH AND INVESTMENTS	511,249.11
247-000.000-028.0000	MISCELLANEOUS	65,230.36
247-000.000-028.9999	ALLOW FOR DOUBTFUL ACCTS.	(1,613.72)
247-000.000-048.0870	PSD DELQ SAD 2017-2018 AR	9,103.44
Total Assets		584,444.19
*** Liabilities ***		
247-000.000-200.0000	SUSPENSE ACCOUNT	180.54
247-000.000-202.0000	ACCOUNTS PAYABLE	54,277.85
247-000.000-257.0000	ACCRUED PAYROLL	245.29
247-000.000-367.0300	DEFER. INFLOWS - MISCELLANEOUS INV	74,366.64
247-000.000-367.0800	DEFER. INFLOWS - DELQ SPECIAL ASSE	9,103.44
Total Liabilities		138,173.76
*** Fund Balance ***		
247-000.000-391.0000	RETAINED EARNINGS	649,330.33
Total Fund Balance		649,330.33
Beginning Fund Balance - 17-18		649,330.33
Net of Revenues VS Expenditures - 17-18		14,188.08
*17-18 End FB/18-19 Beg FB		663,518.41
Net of Revenues VS Expenditures - Current Year		(217,247.98)
Ending Fund Balance		446,270.43
Total Liabilities And Fund Balance		584,444.19

* Year Not Closed

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 08/31/2018

GL NUMBER	DESCRIPTION	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	ACTIVITY FOR MONTH 08/31/18	YTD BALANCE 08/31/2018	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED 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	116,300.00	116,300.00	0.00	0.00	0.00	116,300.00	0.00
USE OF FUND BALANCE		116,300.00	116,300.00	0.00	0.00	0.00	116,300.00	0.00
INTEREST AND RENT								
247-000.000-664.0000	INVESTMENT INCOME	6,390.00	6,390.00	1,289.28	1,203.54	0.00	5,186.46	18.83
INTEREST AND RENT		6,390.00	6,390.00	1,289.28	1,203.54	0.00	5,186.46	18.83
SPECIAL ASSESSMENTS								
247-000.000-672.0247	FUTURE SPECIAL ASSESSEMENTS -	879,450.00	879,450.00	0.00	0.00	0.00	879,450.00	0.00
247-000.000-672.0870	PSD SPECIAL ASSESS REV 17-18 #	17,850.00	17,850.00	0.00	0.00	0.00	17,850.00	0.00
SPECIAL ASSESSMENTS		897,300.00	897,300.00	0.00	0.00	0.00	897,300.00	0.00
OTHER REVENUE								
247-000.000-676.0001	CONTR FROM PRIVATE SOURCE	190,000.00	190,000.00	(10,184.00)	7,045.00	0.00	182,955.00	3.71
OTHER REVENUE		190,000.00	190,000.00	(10,184.00)	7,045.00	0.00	182,955.00	3.71
Total Dept 000.000		1,209,990.00	1,209,990.00	(8,894.72)	8,248.54	0.00	1,201,741.46	0.68
TOTAL REVENUES		1,209,990.00	1,209,990.00	(8,894.72)	8,248.54	0.00	1,201,741.46	0.68
Expenditures								
Dept 298.000 - PUBLIC RELATIONS								
PERSONNEL SERVICES								
247-298.000-702.0001	SALARIES & WAGES DIRECT	28,590.00	28,590.00	3,271.12	4,370.59	0.00	24,219.41	15.29
247-298.000-702.0003	LONGEVITY	450.00	450.00	0.00	0.00	0.00	450.00	0.00
247-298.000-706.0001	FICA	2,230.00	2,230.00	236.41	315.89	0.00	1,914.11	14.17
247-298.000-706.0002	HOSPITALIZATION	11,090.00	11,090.00	639.27	852.34	0.00	10,237.66	7.69
247-298.000-706.0007	WORKER'S COMPENSATION	100.00	100.00	7.57	10.13	0.00	89.87	10.13
247-298.000-706.0012	RETIREMNT-DEF CONTR EMPLR	2,620.00	2,620.00	294.41	393.35	0.00	2,226.65	15.01
247-298.000-706.0013	RET HLTH SVGS CONTR EMPLR	690.00	690.00	105.00	140.00	0.00	550.00	20.29
PERSONNEL SERVICES		45,770.00	45,770.00	4,553.78	6,082.30	0.00	39,687.70	13.29
Total Dept 298.000 - PUBLIC RELATIONS		45,770.00	45,770.00	4,553.78	6,082.30	0.00	39,687.70	13.29
Dept 441.005 - DOWNTOWN MAINTENANCE								
PERSONNEL SERVICES								
247-441.005-702.0001	SALARIES & WAGES DIRECT	49,870.00	49,870.00	4,562.17	6,085.62	0.00	43,784.38	12.20
247-441.005-702.0002	OVERTIME PAY	22,350.00	22,350.00	4,511.72	6,843.25	0.00	15,506.75	30.62
247-441.005-702.0003	LONGEVITY	370.00	370.00	0.00	0.00	0.00	370.00	0.00
247-441.005-706.0001	FICA	5,370.00	5,370.00	679.35	967.68	0.00	4,402.32	18.02
247-441.005-706.0002	HOSPITALIZATION	10,640.00	10,640.00	1,668.23	2,249.82	0.00	8,390.18	21.14
247-441.005-706.0003	LIFE INSURANCE	190.00	190.00	24.41	33.81	0.00	156.19	17.79
247-441.005-706.0004	RETIRE CONTRIB HEALTH	11,870.00	11,870.00	952.42	1,890.19	0.00	9,979.81	15.92
247-441.005-706.0005	DENTAL/OPTICAL	1,170.00	1,170.00	109.70	168.71	0.00	1,001.29	14.42
247-441.005-706.0006	LT/ST DISABILITY	510.00	510.00	58.74	85.94	0.00	424.06	16.85
247-441.005-706.0007	WORKER'S COMPENSATION	1,340.00	1,340.00	111.74	153.01	0.00	1,186.99	11.42

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 08/31/2018

GL NUMBER	DESCRIPTION	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	ACTIVITY FOR MONTH 08/31/18	YTD BALANCE 08/31/2018	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 247 - PRINCIPAL SHOPPING DISTRICT								
Expenditures								
247-441.005-706.0010	RETIREMENT EMPLOYER CNTB	7,880.00	7,880.00	636.70	1,245.89	0.00	6,634.11	15.81
247-441.005-706.0011	HRA BENEFIT	100.00	100.00	0.00	0.00	0.00	100.00	0.00
247-441.005-706.0012	RETIREMNT-DEF CONTR EMPLR	1,530.00	1,530.00	361.57	426.89	0.00	1,103.11	27.90
247-441.005-706.0013	RET HLTH SVGS CONTR EMPLR	930.00	930.00	147.71	207.40	0.00	722.60	22.30
PERSONNEL SERVICES		114,120.00	114,120.00	13,824.46	20,358.21	0.00	93,761.79	17.84
OTHER CHARGES								
247-441.005-941.0000	EQUIPMENT RENTAL OR LEASE	43,000.00	43,000.00	3,509.46	6,102.23	0.00	36,897.77	14.19
OTHER CHARGES		43,000.00	43,000.00	3,509.46	6,102.23	0.00	36,897.77	14.19
Total Dept 441.005 - DOWNTOWN MAINTENANCE								
		157,120.00	157,120.00	17,333.92	26,460.44	0.00	130,659.56	16.84
Dept 748.000 - PRINCIPAL SHOPPING DISTRICT								
PERSONNEL SERVICES								
247-748.000-702.0001	SALARIES & WAGES DIRECT	197,920.00	197,920.00	25,823.16	34,304.95	0.00	163,615.05	17.33
247-748.000-706.0001	FICA	15,150.00	15,150.00	1,955.14	2,597.24	0.00	12,552.76	17.14
247-748.000-706.0002	HOSPITALIZATION	43,930.00	43,930.00	6,120.27	8,160.36	0.00	35,769.64	18.58
247-748.000-706.0003	LIFE INSURANCE	950.00	950.00	108.51	144.68	0.00	805.32	15.23
247-748.000-706.0004	RETIRE CONTRIB HEALTH	5,620.00	5,620.00	467.67	935.34	0.00	4,684.66	16.64
247-748.000-706.0005	DENTAL/OPTICAL	1,850.00	1,850.00	212.88	283.84	0.00	1,566.16	15.34
247-748.000-706.0006	LT/ST DISABILITY	820.00	820.00	93.48	124.64	0.00	695.36	15.20
247-748.000-706.0007	WORKER'S COMPENSATION	630.00	630.00	97.53	129.68	0.00	500.32	20.58
247-748.000-706.0010	RETIREMENT EMPLOYER CNTB	2,340.00	2,340.00	194.75	389.50	0.00	1,950.50	16.65
247-748.000-706.0012	RETIREMNT-DEF CONTR EMPLR	8,110.00	8,110.00	934.62	1,246.16	0.00	6,863.84	15.37
247-748.000-706.0013	RET HLTH SVGS CONTR EMPLR	1,820.00	1,820.00	210.00	280.00	0.00	1,540.00	15.38
PERSONNEL SERVICES		279,140.00	279,140.00	36,218.01	48,596.39	0.00	230,543.61	17.41
OTHER CHARGES								
247-748.000-801.0200	OTHER LEGAL	3,000.00	3,000.00	0.00	117.30	0.00	2,882.70	3.91
247-748.000-802.0100	AUDIT	750.00	750.00	0.00	0.00	0.00	750.00	0.00
247-748.000-811.0000	OTHER CONTRACTUAL SERVICE	20,000.00	20,000.00	0.00	100.00	0.00	19,900.00	0.50
247-748.000-828.0300	PARKING VALET SERVICES	0.00	0.00	(18,547.00)	0.00	0.00	0.00	0.00
247-748.000-829.0100	SNOW REMOVAL CONTRACT	59,000.00	59,000.00	0.00	0.00	0.00	59,000.00	0.00
247-748.000-829.0200	WEB SITE MAINTENANCE	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00	0.00
247-748.000-851.0000	TELEPHONE	1,750.00	1,750.00	100.90	100.90	0.00	1,649.10	5.77
247-748.000-901.0400	MARKETING & ADVERTISING	125,000.00	125,000.00	16,320.38	25,080.39	0.00	99,919.61	20.06
247-748.000-901.0500	PUBLIC RELATIONS	10,000.00	10,000.00	2,500.00	4,000.00	0.00	6,000.00	40.00
247-748.000-903.0000	TENANT RECRUITMENT	100,000.00	100,000.00	5,743.11	6,423.11	0.00	93,576.89	6.42
247-748.000-904.0000	PRINTING PSD MAGAZINE	85,000.00	85,000.00	0.00	0.00	0.00	85,000.00	0.00
247-748.000-909.0000	SPECIAL EVENTS	200,000.00	200,000.00	11,589.61	63,505.94	0.00	136,494.06	31.75
247-748.000-933.0200	EQUIPMENT MAINTENANCE	1,200.00	1,200.00	0.00	243.04	0.00	956.96	20.25
247-748.000-935.0200	MAINTENANCE SHOPPING DIST	70,000.00	70,000.00	38,633.40	38,857.46	0.00	31,142.54	55.51
247-748.000-942.0000	COMPUTER EQUIPMENT RENTAL	18,160.00	18,160.00	1,513.33	3,026.66	0.00	15,133.34	16.67
247-748.000-944.0000	BUILDING OR FACILITY RENT	12,000.00	12,000.00	1,000.00	2,000.00	0.00	10,000.00	16.67
247-748.000-955.0100	TRAINING	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00
247-748.000-955.0300	MEMBERSHIP & DUES	1,600.00	1,600.00	0.00	0.00	0.00	1,600.00	0.00
247-748.000-955.0400	CONFERENCES & WORKSHOPS	3,000.00	3,000.00	25.00	25.00	0.00	2,975.00	0.83
247-748.000-957.0400	LIAB INSURANCE PREMIUMS	4,500.00	4,500.00	375.00	750.00	0.00	3,750.00	16.67
OTHER CHARGES		721,460.00	721,460.00	59,253.73	144,229.80	0.00	577,230.20	19.99

SUPPLIES

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REVENUE AND EXPENDITURE REPORT

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PERIOD ENDING 08/31/2018

GL NUMBER	DESCRIPTION	2018-19		ACTIVITY FOR	YTD BALANCE	ENCUMBERED	UNENCUMBERED	% BDGT
		ORIGINAL	2018-19	MONTH				
		BUDGET	AMENDED BUDGET					
Fund 247 - PRINCIPAL SHOPPING DISTRICT								
Expenditures								
247-748.000-727.0000	POSTAGE	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00
247-748.000-729.0000	OPERATING SUPPLIES	3,500.00	3,500.00	113.40	127.59	0.00	3,372.41	3.65
SUPPLIES		6,500.00	6,500.00	113.40	127.59	0.00	6,372.41	1.96
Total Dept 748.000 - PRINCIPAL SHOPPING DISTRICT		1,007,100.00	1,007,100.00	95,585.14	192,953.78	0.00	814,146.22	19.16
TOTAL EXPENDITURES		1,209,990.00	1,209,990.00	117,472.84	225,496.52	0.00	984,493.48	18.64
Fund 247 - PRINCIPAL SHOPPING DISTRICT:								
TOTAL REVENUES		1,209,990.00	1,209,990.00	(8,894.72)	8,248.54	0.00	1,201,741.46	0.68
TOTAL EXPENDITURES		1,209,990.00	1,209,990.00	117,472.84	225,496.52	0.00	984,493.48	18.64
NET OF REVENUES & EXPENDITURES		0.00	0.00	(126,367.56)	(217,247.98)	0.00	217,247.98	100.00

PRINCIPAL SHOPPING DISTRICT
CASH FLOW
FOR THE MONTH OF AUGUST 2018

<u>DESCRIPTION</u>	<u>PROJECTED</u>	<u>ACTUAL</u>	<u>VARIANCE</u>
BEGINNING CASH BALANCE	\$ 573,175	\$ 587,508	\$ 14,333
CASH RECEIPTS:			
Special Assessments	18,550	27,264	8,714
Interest Income	600	1,289	689
Special Event Revenue	<u>61,950</u>	<u>26,476</u>	<u>(35,474)</u>
Sub-total cash receipts	81,100	55,029	(26,071)
CASH DISBURSEMENTS:			
OFFICE DISBURSEMENTS			
PSD Personnel Costs	32,220	36,218	(3,998)
727.0000 Postage	-	-	-
729.0000 Supplies	280	63	217
801.0200 Legal	250	117	133
802.0100 Audit	-	-	-
811.0000 Other Contractual Service	90	100	(10)
933.0200 Equipment Maintenance	-	243	(243)
851.0000 Telephone	150	101	49
955.0100 Training	80	-	80
955.0300 Memberships & Dues	80	-	80
955.0400 Conferences & Workshops	1,250	25	1,225
942.0000 Computer Equipment Rental	1,510	1,513	(3)
957.0400 Liability Insurance	375	375	-
944.0000 Building Rent	<u>1,000</u>	<u>1,000</u>	<u>-</u>
Sub-total Office Disbursements	37,285	39,755	(2,470)
PROGRAM DISBURSEMENTS			
DPS Downtown Maintenance	26,710	17,334	9,376
Promotion Personnel Costs	5,280	4,554	726
828.03 Valet Services	26,000	(12,427)	38,427
829.0100 Snow Removal	-	-	-
935.0200 Maintenance PSD	1,400	42,148	(40,748)
901.0000 Printing & Publishing	-	1,140	(1,140)
901.0400 Marketing & Advertising	5,000	30,029	(25,029)
901.0500 Public Relations	1,000	-	1,000
903.0000 Tenant Recruitment	8,330	706	7,624
909.0000 Special Events	14,000	8,049	5,951
904.0000 PSD Magazine	-	-	-
829.0200 Web Site Maintenance	<u>-</u>	<u>-</u>	<u>-</u>
Sub-total Program Disbursements	<u>87,720</u>	<u>91,533</u>	<u>(3,813)</u>
Total Disbursements	125,005	131,288	(6,283)
INCREASE (DECREASE) IN CASH BALANCE	<u>(43,905)</u>	<u>(76,259)</u>	<u>(32,354)</u>
ENDING CASH BALANCE	<u>\$ 529,270</u>	<u>\$ 511,249</u>	<u>\$ (18,021)</u>

PRINCIPAL SHOPPING DISTRICT
ACTUAL CASH FLOW
FOR THE TWO MONTHS ENDED AUGUST 2018

	DESCRIPTION	PROJECTED	ACTUAL	VARIANCE
	BEGINNING CASH BALANCE	\$ 687,840	\$ 687,840	\$ -
	CASH RECEIPTS:			
	Special Assessments	21,820	27,264	5,444
	Interest Income	1,320	1,203	(117)
	Special Event Revenue	<u>69,400</u>	<u>44,455</u>	<u>(24,945)</u>
	Sub-total cash receipts	92,540	72,922	(19,618)
	CASH DISBURSEMENTS:			
	OFFICE DISBURSEMENTS			
	PSD Personnel Costs	53,690	60,235	(6,545)
727.0000	Postage	-	-	-
729.0000	Supplies	670	139	531
801.0200	Legal	500	176	324
802.0100	Audit	-	-	-
811.0000	Other Contractual Service	180	200	(20)
933.0200	Equipment Maintenance	-	243	(243)
851.0000	Telephone	290	202	88
955.0100	Training	160	-	160
955.0300	Memberships & Dues	80	-	80
955.0400	Conferences & Workshops	1,250	94	1,156
942.0000	Computer Equipment Rental	3,020	3,026	(6)
957.0400	Liability Insurance	750	750	-
944.0000	Building Rent	<u>2,000</u>	<u>2,000</u>	<u>-</u>
	Sub-total Office Disbursements	62,590	67,065	(4,475)
	PROGRAM DISBURSEMENTS			
	DPS Downtown Maintenance	34,560	30,748	3,812
	Promotion Personnel Costs	8,800	7,526	1,274
828.03	Valet Services	58,500	20,170	38,330
829.0100	Snow Removal	-	-	-
935.0200	Maintenance PSD	1,400	44,077	(42,677)
901.0000	Printing & Publishing	-	1,140	(1,140)
901.0400	Marketing & Advertising	26,250	52,555	(26,305)
901.0500	Public Relations	1,000	1,500	(500)
903.0000	Tenant Recruitment	16,660	2,089	14,571
909.0000	Special Events	41,000	22,343	18,657
904.0000	PSD Magazine	-	-	-
829.0200	Web Site Maintenance	<u>350</u>	<u>300</u>	<u>50</u>
	Sub-total Program Disbursements	<u>188,520</u>	<u>182,448</u>	<u>6,072</u>
	Total Disbursements	251,110	249,513	1,597
	INCREASE (DECREASE) IN CASH BALANCE	<u>(158,570)</u>	<u>(176,591)</u>	<u>(18,021)</u>
	ENDING CASH BALANCE	<u>\$ 529,270</u>	<u>\$ 511,249</u>	<u>\$ (18,021)</u>

CITY OF BIRMINGHAM
PRINCIPAL SHOPPING DISTRICT
CASH FLOW ANALYSIS
JULY 2018 TO JUNE 2019

DESCRIPTION	ACTUAL		PROJECTED										Total 2018-2019
	JULY 2018	AUGUST 2018	SEPTEMBER 2018	OCTOBER 2018	NOVEMBER 2018	DECEMBER 2018	JANUARY 2019	FEBRUARY 2019	MARCH 2019	APRIL 2019	MAY 2019	JUNE 2019	
BEGINNING CASH BALANCE	687,840	587,508	511,249	468,044	365,649	309,554	163,529	465,574	829,629	767,824	717,719	607,784	687,840
CASH RECEIPTS:													
2017 Assessment	-	27,264	2,910	-	-	1,090	2,910	-	-	-	13,700	-	47,874
2018 Assessment	-	-	-	-	-	43,970	395,750	430,930	8,800	-	-	-	879,450
Special Assessments	-	27,264	2,910	-	-	45,060	398,660	430,930	8,800	-	13,700	-	927,324
Interest Income	(86)	1,289	550	510	400	340	190	510	890	820	770	650	6,833
Special Event Revenue	17,979	26,476	22,400	19,270	25,260	5,610	370	2,130	10,280	15,000	4,120	12,160	161,055
Sub-total cash receipts	17,893	55,029	25,860	19,780	25,660	51,010	399,220	433,570	19,970	15,820	18,590	12,810	1,095,212
CASH DISBURSEMENTS:													
OFFICE DISBURSEMENTS													
PSD Personnel Costs	24,017	36,218	21,470	21,470	21,470	21,470	32,220	21,470	21,470	21,470	21,470	21,470	285,685
727.00 Postage	-	-	400	400	400	400	-	-	-	400	400	600	3,000
729.00 Supplies	76	63	310	280	280	280	280	280	280	280	280	280	2,969
801.02 Legal	59	117	250	250	250	250	250	250	250	250	250	250	2,676
802.01 Audit	-	-	330	330	-	90	-	-	-	-	-	-	750
811.00 Other Contractual Service	100	100	90	90	90	90	90	90	90	90	90	90	1,100
933.02 Equipment Maintenance	-	243	300	-	-	300	-	-	300	-	-	300	1,443
851.00 Telephone	101	101	140	150	140	150	140	150	140	150	150	150	1,662
955.01 Training	-	-	90	80	80	90	80	80	90	80	80	90	840
955.03 Memberships & Dues	-	-	320	-	400	-	130	30	-	270	370	-	1,520
955.04 Conferences & Workshops	69	25	-	-	-	300	700	250	-	-	400	100	1,844
942.00 Computer Equipment Rental	1,513	1,513	1,510	1,510	1,510	1,510	1,510	1,510	1,510	1,510	1,510	1,510	18,166
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
Sub-total Office Disbursements	27,310	39,755	26,585	25,935	25,995	26,305	36,775	25,485	25,505	25,875	26,375	26,255	338,155
PROGRAM DISBURSEMENTS													
DPS Downtown Maintenance	13,414	17,334	17,280	14,140	7,860	9,430	11,000	7,860	12,570	11,000	7,850	23,570	153,308
Promotion Personnel Costs	2,972	4,554	3,520	3,520	3,520	3,520	5,290	3,520	3,520	3,520	3,520	3,520	44,496
828.03 Valet Services	32,597	(12,427)	-	-	-	-	-	-	-	-	-	-	20,170
829.01 Snow Removal	-	-	-	-	9,400	9,400	9,400	15,400	15,400	-	-	-	59,000
935.02 Maintenance PSD	1,929	42,148	2,100	10,500	-	14,700	280	420	9,800	11,200	9,800	9,800	112,677
901.00 Printing & Publishing	-	1,140	-	-	-	-	-	-	-	-	-	-	-
901.04 Marketing & Advertising	22,526	30,029	6,250	3,750	10,000	31,250	15,000	7,500	5,000	5,000	10,000	5,000	151,305
901.05 Public Relations	1,500	-	1,000	1,000	1,000	1,000	1,000	1,000	-	1,000	1,000	1,000	10,500
903.00 Tenant Recruitment	1,383	706	8,330	8,330	8,330	8,330	8,330	8,330	8,330	8,330	8,330	8,370	85,429
909.00 Special Events	14,294	8,049	4,000	24,000	14,000	62,000	10,000	-	-	-	37,000	8,000	181,343
904.00 PSD Magazine	-	-	-	31,000	-	31,000	-	-	-	-	23,000	-	85,000
829.02 Web Site Maintenance	300	-	-	-	1,650	100	100	-	1,650	-	1,650	-	5,450
Sub-total Program Disbursements	90,915	91,533	42,480	96,240	55,760	170,730	60,400	44,030	56,270	40,050	102,150	59,260	908,678
Total Disbursements	118,225	131,288	69,065	122,175	81,755	197,035	97,175	69,515	81,775	65,925	128,525	85,515	1,246,833
INCREASE (DECREASE) IN CASH BALANCE	(100,332)	(76,259)	(43,205)	(102,395)	(56,095)	(146,025)	302,045	364,055	(61,805)	(50,105)	(109,935)	(72,705)	(151,621)
ENDING CASH BALANCE	587,508	511,249	468,044	365,649	309,554	163,529	465,574	829,629	767,824	717,719	607,784	535,079	536,219



Special Events Committee

September 14, 2018

Members: Astrein (Chair), Fehan, Kay, Pavlack, Pohlod and Solomon

Staff: Tighe, Brook, Yerks

1. Welcome and Introductions

PRESENT: Astrein, Fehan, Pavlack and Pohlod

ABSENT: Kay, Solomon

ADMINISTRATION: Tighe, Brook, Yerks

2. Small Business Saturday

a. Santa Welcome

- i. A horse drawn carriage will bring Santa from City Hall to Gazelle and Gazelle will host hot chocolate for guests.
- ii. Santa hats will be given to the first 100 children in attendance.
- iii. Santa will get out of the carriage and lead attendees around the block (on the sidewalk) and back to Shain Park and Santa House.
- iv. We will work to have music in front of Shain Park – possibly a high school pep band or a drum line.

b. Holiday Bonus Bucks

- i. The BSD will set up a tent at the corner of Maple & Old Woodward to distribute Holiday Birmingham Bonus Bucks.

3. Winter Markt

- a. **Vendor applications** - are now available on-line.
- b. **Tent Rental RFP** - a RFP was posted and proposals are due September 27th. RFPs will be reviewed by committee members on September 28th.
- c. **Tree Lighting Ceremony** - Roop Raj, Fox 2 News anchor, will be the tree lighting ceremony emcee. The tree lighting ceremony will be more interactive with singing and fewer speeches.
- d. **Sponsors** - Mercedes-Benz of Bloomfield Hills has renewed as a Presenting sponsor. We are working to recruit another sponsor.
- e. **Window Decorating Contest** - We will once again host a window decorating contest.

4. Summer Event Feedback

- a. **Day on the Town** – the committee thinks that DOTT should end at 5 p.m. as things were very slow the last couple of hours. We will ask merchants for feedback in a survey.
- b. **Harvest Festival** – was held at the FM on September 16th and had over 3500 attendees
- c. **Movie Nights** – the committee discussed the possibility of having a rain date for Movie Nights in 2019.

NEXT MEETING: Friday, October 12, 2018 at 8:30 a.m.

2017-18 Budget: \$200,000

Remaining balance after August vouchers: \$162,014



The Shopping District

Marketing & Advertising Committee Meeting

September 13, 2018

Members: Pohlod (Chair), Benkert, Champagne, Darakjian, Eid, Kay, Lundberg

Staff: Tighe, Gamboa

1. Welcome and Introductions

PRESENT: Benkert, Champagne, Darakjian, Eid, Lundberg, Pohlod

ABSENT: Kay

ADMINISTRATION: Gamboa, Tighe

VISITORS: Quintal

2. Visitor's Guide

The committee looked at current and past BSD visitor guides and talked about pros and cons to each design. They reviewed guides from various other communities and selected a brand new format for future BSD guides. BSD staff members are gathering print quotes that will be reviewed at the next meeting.

3. Holiday Marketing Campaign

The committee looked at how advertising dollars were spent during last year's holiday season. They reviewed the breakdown of funds allocated toward print, digital, broadcast and signage, and made recommendations for how to best allocate funds in the upcoming holiday season.

4. Marketing Strategy

BSD staff members gave an overview of earned media and advertising placed throughout the summer. The committee reviewed a calendar showing events and holidays that will be promoted in 2019.

5. Digital Marketing

The committee and BSD staff members talked about ongoing goals to improve the following areas of digital marketing: social media, online advertising and videos. These areas will be discussed further at a future meeting.

NEXT MEETING: Thursday, October 11, 2018 at 8:30 a.m.

2017-18 Budget: \$150,000

Remaining balance after September vouchers: \$107,648

Magazine 2017-18 Budget: \$85,000

Remaining balance after September vouchers: \$85,000



The Shopping District

Maintenance/Capital Improvement Committee

September 11, 2018

Members: Quintal (Chair), Fehan, Pohlod, Roberts, Ceresnie

Staff: Tighe, Jurek, Laird, Wood

1. Welcome and Introductions

PRESENT: Quintal, Roberts, Ceresnie, Pohlod, Fehan

ABSENT:

ADMINISTRATION: Tighe, Wood, Laird, Jurek

2. Holiday decorating:

- a. **Merrill Street lighting** - English Gardens and Zoro Christmas Lights presented quotes and their scope of work on the holiday lighting. The committee unanimously voted on Martin Zoro and Zoro Christmas Lights.

3. Flowers:

- a. Hanging baskets – discussed the end of season watering of flowers.

4. Planters:

- a. Fir trees/holiday decorations – the BSD will be ordering fir trees for the planters during the holiday season.

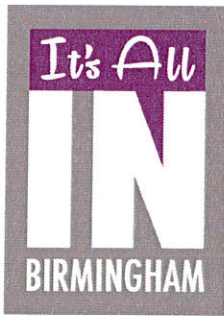
NEXT MEETING: Tuesday, October 9, 2018 at 8:00 a.m.

2017-18 Budget: \$70,000

Remaining balance after September vouchers: \$61,416

Snow removal 2017-18 Budget: \$59,000

Remaining balance after September vouchers: \$59,000



The Shopping District

Business Development Committee Meeting

September 18, 2018 at 8:30 AM

Members: Surnow (Chair), Hockman, Quintal

Staff: Tighe

1. Welcome and Introductions

PRESENT: Quintal

ABSENT: Surnow, Hockman

ADMINISTRATION: Tighe

2. Tenant recruitment process

- a. Mike McKenzie, Birmingham resident, met with committee to present a few suggestions of businesses that he thinks would do well in Birmingham.
- b. Oakland County – Main Street Program Director, John Bry, and Cindy Ciura, CC Consulting, presented their new retail consulting service they are offering Select level members.

3. Retention and growth

- a. Committee interested in promoting Small Business Saturday with Birmingham Bonus Bucks.

NEXT MEETING: TBD

2017-18 Budget: \$100,000

Remaining after September vouchers: \$84,358

Opportunity Pipeline Report October 2018

Tenant/Project Name	Stage	SF	Timeline	Next Steps
Bookstore 1	Initial Contact			Provided BSD information to retailer at ICSC.
Children's apparel 1	Initial Contact			email and telephone follow up
Electronics 1	Initial Contact			email and telephone follow up
Eyeglass 1	Initial Contact			email and telephone follow up
Eyeglass 2	Initial Contact			email and telephone follow up
Furniture 1	Initial Contact			email and telephone follow up
Luxury fashion accessories 1	Initial Contact			email and telephone follow up
Men's apparel 1	Dismissed			retailer not interested in expanding in our market at this time. Buxton provided replacement retailer for our list.
Men's apparel 2	Initial Contact			email and telephone follow up
Men's apparel 3	Initial Contact			email and telephone follow up
Men's shoes 1	In discussions			Talked at ICSC to discuss opportunity further.
Outdoor clothing 1	In discussions		Late 2018/Early 2019	Met at ICSC. Retailer interested in BSD. Broker evaluating available properties.
Outdoor clothing 2	In discussions		2019	Met at ICSC. Retailer evaluating information provided and BSD will follow up for follow on meeting.
Shoes 1	Initial Contact			email and telephone follow up
Women's apparel 1	Initial Contact			email and telephone follow up
Women's apparel 2	Initial Contact			email and telephone follow up
Women's apparel 3	In discussions	2400	Interested in 2019	Interested in hosting a trunk show in Fall 2018 to test market. Will reach out in May with proposed dates, locations, and possible philanthropic partner organizations.
Women's apparel 4	Initial Contact			email and telephone follow up
Women's athletic apparel 1	Initial Contact			email and telephone follow up
Women's jewelry 1	In discussions		Late 2018/Early 2019	In-person meeting conducted. Very interested in opening a store in BSD. Retailer toured vacant properties.
Women's jewelry 2	In discussions	1400	2019	Opening first store in MI in undisclosed location. Retailer open to discussions about BSD as possible location in 2019.

SCHEDULED TO OPEN/OPENED/MOVED IN LAST 12 MONTHS

SEPTEMBER 2018

Office Occupancy Rate 89%

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
Name of Business	Property Address	Street Name	Notes	Date of notification	Scheduled to Open/Moved/Closed/Opened in last 12 months
ecoATM	685	Maple Road, East	Cash for old electronics	8/10/2018	Scheduled to open
Kybun Joya Shoes	286	Maple Road, West	Shoes	6/18/2018	Scheduled to open
Hazel Ravines & Downtown	34977	Woodward Avenue	Dining	6/1/2018	Scheduled to open
Untied on Woodward	223	Old Woodward, South	Mens Apparel	5/17/2018	Scheduled to open
Anna Castaldi	245	Maple Road, West	Apparel & Accessories - Women	2/16/2018	Scheduled to open
Tomatoes Apizza	34200	Woodward Avenue	Neopolitan pizza	8/27/2018	Opened
Adachi	325	Old Woodward, South	Japanese	8/27/2018	Opened
Kaku Sushi & Poke`	126	Old Woodward, South	Dining	8/27/2018	Opened
Dry Bar	137	Maple Road, West	Salon/Spa	8/27/2018	Opened
Beauty Club	327	Hamilton Row	Salon/Spa	8/27/2018	Opened
Eyedolize	555	Old Woodward, South	Salon/Spa	7/3/2018	Opened
drybar	137	Maple Road, West	Salon/Spa	6/18/2018	Opened
Grabbagreen	167	Old Woodward, North	Dining	5/31/2018	Opened
White Birch	141	Maple Road, West	Women	5/31/2018	Opened
Alex Emilio Salon	730	Old Woodward, North	Salon/Spa	5/31/2018	Opened
Kohler Signature Store	724	Old Woodward, North	Specialty Retailer	3/19/2018	Opened
St. Croix Shop	268	Maple Road, West	Apparel & Accessories - Men	1/11/2018	Opened

SCHEDULED TO OPEN/OPENED/MOVED IN LAST 12 MONTHS

SEPTEMBER 2018

Office Occupancy Rate 89%

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
Savaya Salon	544	Old Woodward, North	Salon/Spa	1/8/2018	Opened
Union Barber	185	Maple Road, West	Barber	1/5/2018	Opened
Supernatural	303	Maple Road, East	Apparel & Accessories	12/1/2017	Opened
Massage Envy	34256	Woodward Avenue	Salon/Spa	11/13/2017	Opened
Verizon	135	Old Woodward, South		4/13/2018	Opened
Lyudviga Couture	168	Maple Road, West	Apparel & Accessories - Women	6/18/2018	Moved (105 Townsend)

Structure Occupancy at 1pm Tuesday-Thursday

Available Spaces

August 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Chester-14 N.O.W.-16 Park-8 Peabody-42 Pierce-52	2 Chester-60 N.O.W.-19 Park-14 Peabody-29 Pierce-45	3	4
5	6	7 Chester-9 N.O.W.-67 Park-1 Peabody-18 Pierce-21	8 Chester-20 N.O.W.-21 Park-3 Peabody-25 Pierce-49	9 Chester-32 N.O.W.-7 Park-25 Peabody-33 Pierce-40	10	11
12	13	14 Chester-45 N.O.W.-70 Park-8 Peabody-41 Pierce-63	15 Chester-39 N.O.W.-60 Park-9 Peabody-62 Pierce-41	16 Chester-69 N.O.W.-75 Park-30 Peabody-42 Pierce-75	17	18
19	20	21 Chester-65 N.O.W.-129 Park-9 Peabody-13 Pierce-101	22 Chester-31 N.O.W.-97 Park-44 Peabody-53 Pierce-93	23 Chester-113 N.O.W.-98 Park-124 Peabody-71 Pierce-45	24	25
26	27	28 Chester-37 N.O.W.-143 Park-10 Peabody-52 Pierce-86	29 Chester-63 N.O.W.-76 Park-7 Peabody-75 Pierce-87	30 Chester-149 N.O.W.-107 Park-62 Peabody-70 Pierce-89	31	
		Notes:				

N. Old Woodward Garage

Valet Counts

August 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Garage not filled.	2 Garage not filled.	3 Garage not filled.	4
5	6 Garage not filled.	7 Garage not filled.	8 Garage not filled.	9 Garage not filled.	10 Garage not filled.	11
12	13 Garage not filled.	14 Garage not filled.	15 Garage not filled.	16 Garage not filled.	17 Garage not filled.	18
19	20 Garage not filled.	21 Garage not filled.	22 Garage not filled.	23 Garage not filled.	24 Garage not filled.	25
26	27 Garage not filled.	28 Garage not filled.	29 Garage not filled.	30 Garage not filled.	31 Garage not filled.	
		Notes:				

Peabody Street Structure

Garage full list

AUGUST 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
		Notes: Structure did not fill.				

Park Street Structure

Garage full list

AUGUST 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Valet-20 cars	2 Valet-16 cars	3 Garage not filled.	4
5	6 Garage not filled.	7 Valet-18 cars	8 Valet-17 cars	9 Valet-14 cars	10 Garage not filled.	11
12	13 Garage not filled.	14 Garage not filled.	15 Valet-14 cars	16 Garage not filled.	17 Garage not filled.	18
19	20 Garage not filled.	21 Valet-11 cars	22 Garage not filled.	23 Garage not filled.	24 Garage not filled.	25
26	27 Garage not filled.	28 Valet-5 cars	29 Garage not filled.	30 Garage not filled.	31 Garage not filled.	
		Notes:				

Chester Street Structure

Garage full list

AUGUST 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Garage not filled.	2 Garage not filled.	3 Garage not filled.	4
5	6 Garage not filled.	7 Valet-4 cars	8 Garage not filled.	9 Garage not filled.	10 Garage not filled.	11
12	13 Garage not filled.	14 Garage not filled.	15 Garage not filled.	16 Garage not filled.	17 Garage not filled.	18
19	20 Garage not filled.	21 Garage not filled.	22 Garage not filled.	23 Garage not filled.	24 Garage not filled.	25
26	27 Garage not filled.	28 Garage not filled.	29 Garage not filled.	30 Garage not filled.	31 Garage not filled.	
		Notes:				

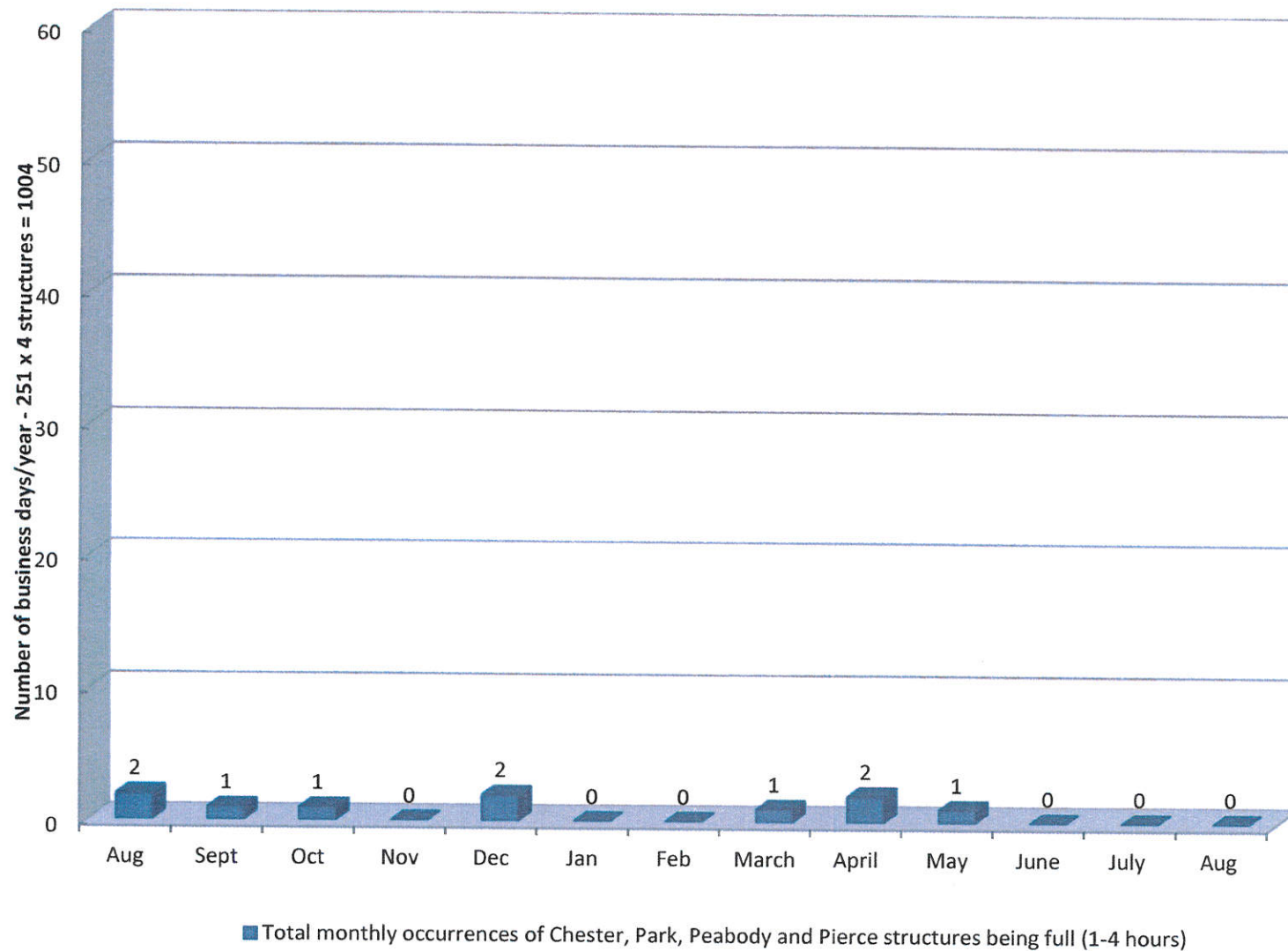
Pierce Street Structure

Garage full list

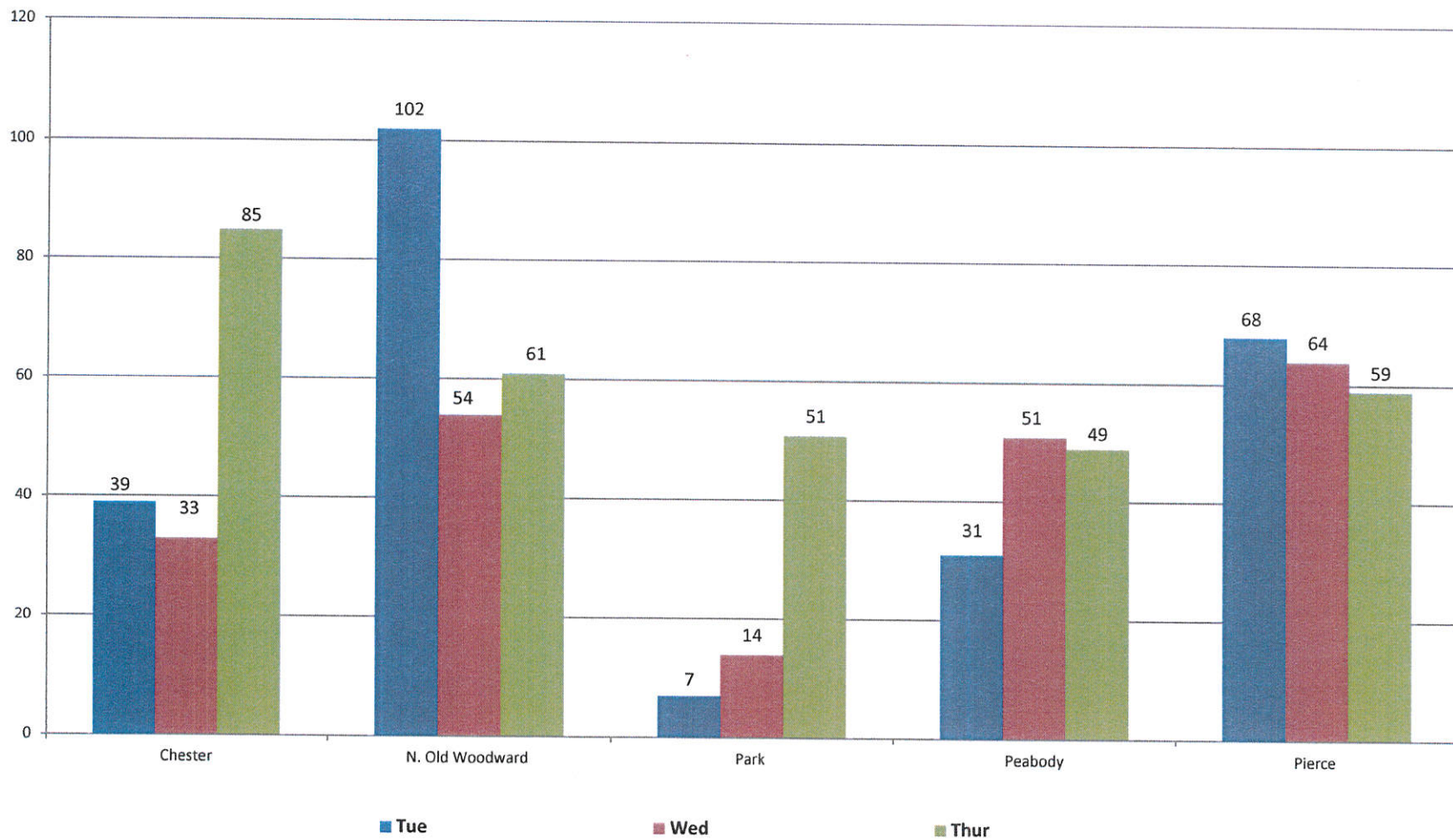
AUGUST 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
		Notes: Structure did not fill.				

2017-18 Combined Parking Structure Full Status

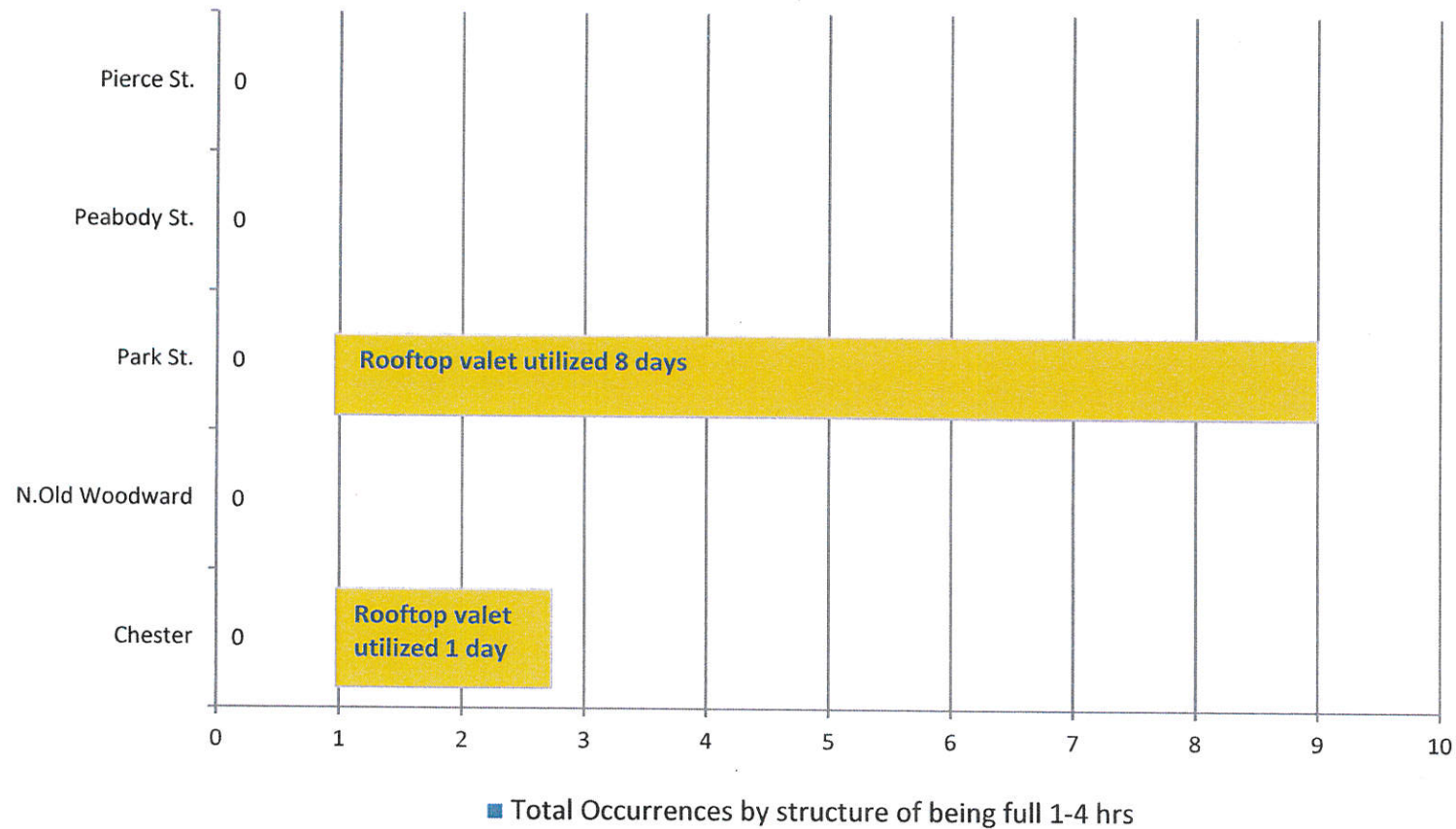


Structure Occupancy at 1 pm Tuesday-Thursday Average Available Spaces - August 2018

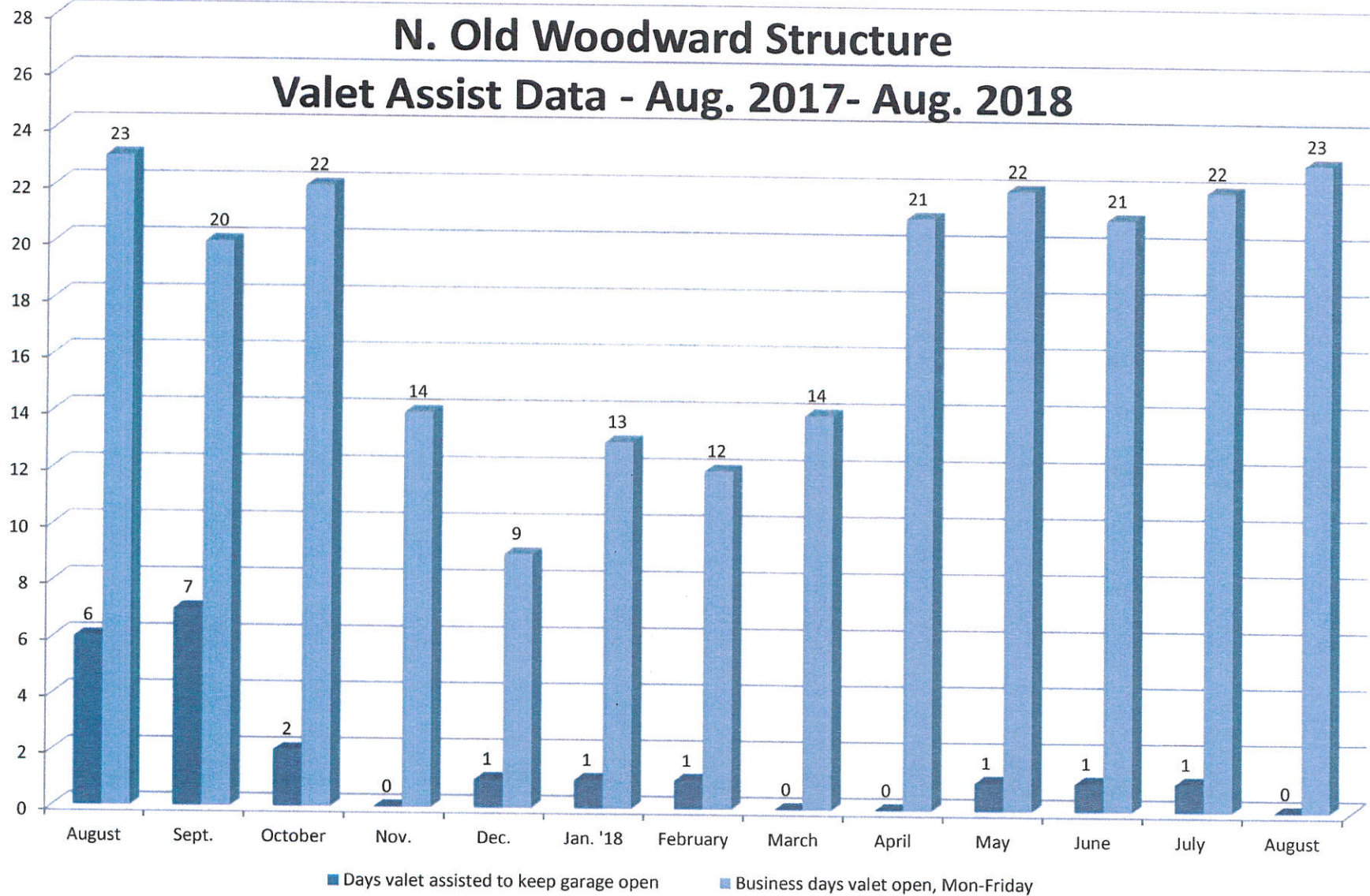


Parking Full Status by Structure

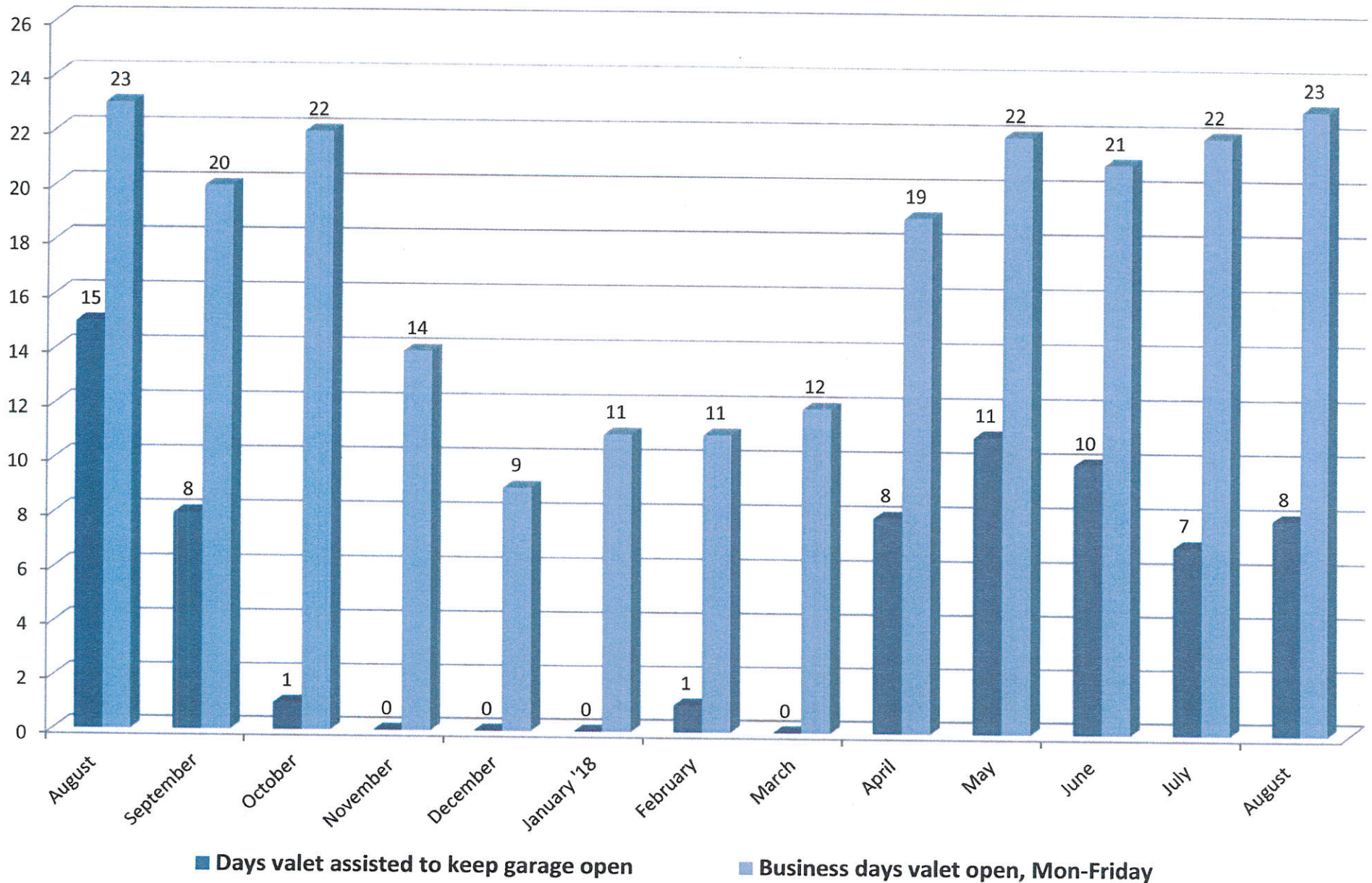
August 2018 Business Days Only (M-Friday)



N. Old Woodward Structure Valet Assist Data - Aug. 2017- Aug. 2018



Park Street Structure Valet Assist Data - Aug. 2017 - Aug. 2018



Birmingham Principal Shopping District Board

Voucher List For: 10/04/2018

Early Rel	Vendor	Description	Account	Amount
	ART/DESIGN GROUP LTD	MISC ARTWORK , ARTWORK FOR BFM , BANNERS FOR BFM	MARKETING & ADVERTISING	2,025.50
	BEIER HOWLETT P.C.	REVIEW OF CRUISE CONTRACTS	OTHER LEGAL	422.28
	BIRMINGHAM PUBLIC SCHOOLS	DAY ON THE TOWN POSTERS	MARKETING & ADVERTISING	21.00
	C & G PUBLISHING INC.	FARMERS MARKET ADVERTISING	MARKETING & ADVERTISING	386.40
	CAR TRUCKING INC	SEPTEMBER DUMPSTER AT BFM	SPECIAL EVENTS	74.81
	CHRISTOPHER PATTERSON	PERFORMANCE AT BFM 10-28	SPECIAL EVENTS	150.00
	COMCAST SPOTLIGHT	DAY ON THE TOWN ADVERTISING	MARKETING & ADVERTISING	1,818.00
	COSTAR REALTY INFORMATION, INC	ON LINE REAL ESTATE DATABASE SUBSCRIPTION	TENANT RECRUITMENT	680.00
	DENNIS FARAC	PERFORMANCE AT BFM 10-21	SPECIAL EVENTS	125.00
	DOWNTOWN PUBLICATIONS INC	FAMRERS MARKET ADVERTISING	MARKETING & ADVERTISING	328.00
	ENTERCOM COMMUNICATIONS CORP	DAY ON THE TOWN ADVERTISING	MARKETING & ADVERTISING	1,000.00
	GLOBAL EQUIPMENT COMPANY INC	STANDING DESK FOR INGRID	OPERATING SUPPLIES	269.95
	HOURL MEDIA LLC	ADVERTISING IN PROSPER MAGAZINE	MARKETING & ADVERTISING	1,750.00
	JIM TAIT	PAYMENT 1 OF 3 FOR SANTA PERFORMANCE	SPECIAL EVENTS	850.00
	KEATON PUBLICATIONS GROUP LLC	RESOURCE GUIDE IN THE BIRMINGHAM BLOOMFIELD LIFESTYLE	MARKETING & ADVERTISING	1,000.00
	LOGICAL SOLUTIONS ENTERPRISE INC	FARMERS MARKET CARDS	MARKETING & ADVERTISING	299.00
	MICHIGAN.COM	DAY ON THE TOWN AND FARMERS MARKET ADVERTISING	MARKETING & ADVERTISING	747.50
	MOSHER & ASSOCIATES LLC	AUGUST PLANTER MAINTENANCE	MAINTENANCE SHOPPING DIST	638.40
	OFFICE DEPOT INC	OFFICE SUPPLIES AND BFM SUPPLIES	OPERATING SUPPLIES	108.70
	RACHEL WINER	SEPTEMBER 11 - OCTOBER 11 SOCIAL MEDIA MANAGEMENT	MARKETING & ADVERTISING	850.00
	RANDYL WAGNER	PAYMENT 1 OF 3 FOR SANTA PERFORMANCES	SPECIAL EVENTS	670.00
	RICHARD DON HOBSON	CORN SHELLERS AT CORN FESTIVAL 8/12 & 10/28	SPECIAL EVENTS	810.00

Birmingham Principal Shopping District Board

Voucher List For: 10/04/2018

Early Rel	Vendor	Description	Account	Amount
	SP+ CORPORATION	OCTOBER EMPLOYEE PARKING	OTHER CONTRACTUAL SERVICE	100.00
	TURNER SANITATION, INC	AUGUST PORTA POTTIES AT BFM	SPECIAL EVENTS	264.84
	WDET	DAY ON THE TOWN ADVERTISING	MARKETING & ADVERTISING	2,025.00
*	PETRA CAMPBELL	WORK AT FARMERS MARKET 8/26-9/9	SPECIAL EVENTS	250.00
*	ELI TEA BAR	TEA FOR TENANT RECRUITMENT GIFT BAGS	TENANT RECRUITMENT	320.00
*	ETHNIC ARTWORK	CRUISE EVENT DASH PLAQUES	SPECIAL EVENTS	1,100.00
*	FOUND OBJECTS	NOTEPAD FOR TENANT RECRUITMENT GIFT BAGS	TENANT RECRUITMENT	25.00
*	GAZELLE SPORTS	T-SHIRTS FOR TENANT RECRUITMENT GIFT BAGS	TENANT RECRUITMENT	576.00
*	GREEK ISLANDS CONEY	BONUS BUCKS	MARKETING & ADVERTISING	510.00
*	H & P PROTECTIVE SERVICES, INC.	SECURITY FOR CRUISE EVENT	SPECIAL EVENTS	456.00
*	MIFMA	MIFMA ANNUAL MEMBERSHIP FOR ELLEN	MEMBERSHIP & DUES	250.00
*	NATIONAL PEN	BSD PENS	MARKETING & ADVERTISING	380.40
*	SUHM-THING	MI OVEN MITTS AND GUMMY RECRUITMENT CANDY FOR GIFT BAGS	TENANT	544.00
*	INGRID TIGHE	MAIL GIFT BOXES FOR TENANT RECRUITMENT	TENANT RECRUITMENT	719.85
*	TRY IT RAW	BONUS BUCKS	MARKETING & ADVERTISING	20.00
*	UHLIANUK FARMS	BALES OF STRAW FOR HARVEST FESTIVAL	SPECIAL EVENTS	250.00

Birmingham Principal Shopping District Board

Voucher List For: 10/04/2018

Early Rel Vendor	Description	Account	Amount
		Total:	\$ 22,815.63
<u>Journal Entries</u>			
	ICSC – Recon convention		\$ 610.00
	Oriental Trading – POP club craft & prizes		59.93
	Great American Products – paw pal bags		224.06
	Worry Free – 1/3 of watering hanging baskets		1,000.00
	Worry Free – 1/3 of watering hanging baskets		1,000.00
	Total Journal Entries		\$ 2,893.99
	TOTAL VOUCHERS AND JOURNAL ENTRIES		\$ 25,709.62
			=====

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

Board Chair _____

Date _____



MEMORANDUM

DATE: October 4, 2018

TO: Birmingham Shopping District Board

FROM: Ingrid Tighe, Executive Director

SUBJECT: 7A Request to set BSD Rate and Public Hearing Dates

This fall the Birmingham Shopping District is scheduled to go before the City Commission for renewal of its special assessment for the fiscal years 2018-2019, 2019-2020, 2020-2021, 2021-2022. Several steps must occur to advance this process. The first step is for the BSD Board to adopt assessment rates and second, to formally request dates for the public hearings to renew the special assessment.

The proposed timeline should provide adequate time for the special assessment renewal process.

1. Set Public Hearing Dates-City Commission Meeting on October 8, 2018
2. Public Hearing of Necessity-City Commission Meeting on October 29, 2018
3. Public Hearing of Confirmation-City Commission Meeting on November 12, 2018
4. Treasury Department sends out special assessment bills-December 2018

The two-part public hearing process is designed to continue the special assessment, which is the source of the BSD's funding. First there is a public hearing of necessity for the assessment. The next hearing is a confirmation of the assessment rolls – in other words, setting forth which properties pay and how much. Both meetings are publicly noticed and public comment is sought.

Historically, the BSD has requested that assessment rates be approved for a three-year period. This year, however, the BSD is requesting that rates be approved for a four-year period based on a thorough budget analysis performed by the BSD Executive Committee. The Executive Committee examined the BSD's funding obligations and also upcoming construction projects on Maple Road and South Old Woodward over the next four years. Based on this analysis, we are recommending that the BSD Board adopt the following assessment rates to support future BSD operations.

**Birmingham Shopping District Assessment Rates
2018-2022**

	District 1		District 1A	
YEAR	1 st Story	2 nd Story	1 st Story	2 nd Story
2018-19	\$.494 (49.4 cents/sq. ft.)	\$.346 (34.6 cents/sq. ft.)	\$.247 (24.7 cents/sq. ft.)	\$.173 (17.3 cents/sq. ft.)
2019-20	\$.494 (49.4 cents/sq. ft.)	\$.346 (34.6 cents/sq. ft.)	\$.247 (24.7 cents/sq. ft.)	\$.173 (17.3 cents/sq. ft.)
2020-21	\$.494 (49.4 cents/sq. ft.)	\$.346 (34.6 cents/sq. ft.)	\$.247 (24.7 cents/sq. ft.)	\$.173 (17.3 cents/sq. ft.)
2021-22	\$.494 (49.4 cents/sq. ft.)	\$.346 (34.6 cents/sq. ft.)	\$.247 (24.7 cents/sq. ft.)	\$.173 (17.3 cents/sq. ft.)

* BSD Rate will be held at the same rate for all four years. Subsequent increases to the max/property will be tied to the Detroit Consumer Price Index (MCL 125.985(4)).

In addition to approval of the assessment rates, the BSD Board must formally request that the City Commission set public hearing dates. Below are the resolutions to that affect:

Suggested Action Item 8A New Business:

To request that the assessment rates for those properties that are not capped by State law, to be set to the proposed rates listed above.

Further, to request that the City Commission set dates for a Public Hearing of Necessity for October 29, 2018 and a Public Hearing of Confirmation of Assessment Rolls for November 12, 2018 for the Birmingham Shopping District.

September 17, 2018

Ms. Ingrid Tighe, Executive Director
Birmingham Shopping District
151 Martin Street
Birmingham, MI 48009

Re: Special Assessment and Residential Properties

Dear Ms. Tighe:

This letter is in response to your inquiry regarding whether the Birmingham Shopping District can assess residential properties through its special assessment. The short answer is, it cannot. The PSD was established pursuant to the Principal Shopping District and Business Improvement District Act 120 of 1961. This enabling act provides in MCL § 125.981 Sec. 1(1)(a)(i) as follows:

“(a) “Assessable property” means real property in a district area other than all of the following:

(i) Property classified as residential real property under section 34c of the general property tax act, 1893 PA 206, MCL 211.34c.”

The Act specifically has removed residential real property from the category of assessable property as it is defined within the General Property Tax Act. The General Property Tax Act defines accessible property in Section 211.34c subsection 2(e) as follows:

“(e) Residential real property includes the following:

(i) Platted or unplatted parcels, with or without buildings, and condominium apartments located within or outside a village or city, which are used for, or probably will be used for, residential purposes.”

Though it is assessable for property tax purposes pursuant to the General Property Tax Act, the Principal Shopping District and Business Improvement District Act specifically excludes

Beier Howlett

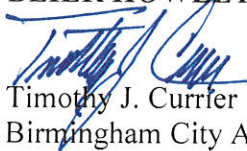
Ms. Ingrid Tighe, Executive Director
Birmingham Shopping District
September 17, 2018
Page 2

residential property from being assessed under the PSD. Therefore, you do not have authority to assess residential property in the PSD.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

BEIER HOWLETT, P.C.



Timothy J. Currfer
Birmingham City Attorney

TJC/jc

cc: Mr. Joseph A. Valentine, City Manager



MEMORANDUM

DATE: October 4, 2018

TO: Birmingham Shopping District Board

FROM: Ingrid Tighe, Executive Director

SUBJECT: 8A Agreements for Santa Claus Performances 2018

Attached for your review and approval are the Santa Claus agreements with Randyl Lee, Allen Hyland, Jim Tait, and Daniel Suttikus to perform as Santa Claus during the 2018 holiday season at the Shain Park Santa House. These performers will work various shifts as Santa Claus throughout the season. The term of these agreements are for the 2018 holiday season which starts November 24, 2018 and concludes December 24, 2018.

Suggested Action:

To approve the Santa Claus agreements with Randyl Lee, Allen Hyland, Jim Tait, and Daniel Suttikus for Santa Claus performances during the 2018 holiday season, conditional upon receipt of signatures and insurance from respective performers.

AGREEMENT

THIS AGREEMENT, made this ____ day of _____ 2018, by and between the **Birmingham Principal Shopping District**, having its principal office at 151 Martin, Birmingham, MI 48009 (hereinafter sometimes called "PSD"), and Randyl Lee (hereinafter sometimes called Performer), provides as follows:

WITNESSETH:

WHEREAS, the PSD desires to have an individual dress and act as Santa Claus for scheduled dates during the months of November and December 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, unless otherwise specified in paragraph 3.
2. The PSD shall pay an hourly rate to the Performer for these performances. A total amount of \$2,000 for the performances. This amount shall be reduced by any and all deposits or pre-payments paid to the Performer by the PSD. Payment shall be made by the PSD as follows: 1/3 shall be paid as a retainer fee with the executed contract, 1/3 on or before Monday December 3, 2018, and the remaining balance shall be paid no later than Monday, January 7, 2019.
3. The dates and times of the performances shall be as follows:

<u>DAY</u>	<u>DATE</u>	<u>TIME</u>
Saturday	December 1, 2018	10 A.M. until 3 P.M.

Saturday	December 8, 2018	10 A.M. until 3 P.M.
Saturday	December 15, 2018	10 A.M. until 3 P.M.
Saturday	December 22, 2018	10 A.M. until 3 P.M.

Total= 20 Hours

5. The Performers shall report to the PSD Director or designee fifteen (15) minutes prior to the time that the performances are scheduled to begin.

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

7. If the PSD requests any of the Performers 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 PSD shall pay the Performer at the rate of \$75 for each additional thirty (30) minutes of work, or portion thereof, by the Performer. All overtime shall be authorized in advance by a PSD representative who shall be designated by the PSD prior to the start of the performance.

8. The Performer shall be of high moral character and will provide a background check. The PSD has the right to perform a background check on the Performer. 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 any behavior out of character 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. Performer shall encourage visitors to shop for gifts in local Birmingham businesses.

9. The PSD shall have the right to remove any Performer performing pursuant to this Agreement for any reason. If a Performer is removed from a performance because the Performer was engaging in behavior that the PSD believes to be improper or inappropriate, the PSD shall be entitled to a reduction in the total fee set forth in paragraph 2 in the amount of _\$100_ for each hour, or any portion thereof, of a performance that a Performer is not performing. This paragraph shall in no way limit the PSD's rights and remedies in the event of a breach of this Agreement by the Performer.

10. The Performer and the PSD agree that the Performer is acting as an independent contractor with respect to the Performer's role in providing services to the PSD pursuant to this Agreement, and as such, shall be liable for its own actions and the Performer shall not be construed as employees of the PSD 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 PSD 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 PSD or the City of Birmingham, or be deemed an employee of the PSD 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 PSD or the City of

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

11. 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.

12. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

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

14. 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 PSD, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham and the PSD 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 PSD, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham and the PSD, 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, including any claims, demands or suits asserted against the PSD 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 PSD.

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 PSD.

- 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.
- C. Motor Vehicle Liability: The Performer 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*: 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.

- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Performer will provide service that are customarily subject to this type of coverage.
- F. 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.
- G. Proof of Insurance Coverage: Performer shall provide the PSD at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the PSD, 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 Vehicle Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 4) If so requested, Certified Copies of all policies mentioned above will be furnished.
- H. 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.
- I. Maintaining Insurance: Upon failure of Performer to obtain or maintain such insurance coverage for the term of the Agreement, the PSD may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the PSD 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 PSD will not enter into a contract to furnish materials or services to the PSD from any PSD official, his spouse, child or parent, or from any corporation, association or partnership in which any PSD 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/PSD 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/PSD 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 PSD may terminate this Agreement at any time for any reason. In the event of termination, the Performer shall be paid in the amount of \$100 multiplied by the number of performance hours provided by the Performer. Any additional amounts paid in advance by the PSD shall be returned by the Performer within seven (7) days after a written demand is made by the PSD. In the event of termination by the PSD, the PSD is also liable

for the amount of \$ N/A incurred by Performer for the obtainment of insurance as required by this Agreement.

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.

22. PSD 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.

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

Randyl Lee – Performer

**BIRMINGHAM PRINCIPAL
SHOPPING DISTRICT**

By: _____

Its: Chairman

APPROVED:

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

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

Mark Gerber, Director of Finance

(Approved as to financial obligation)

Ingrid Tighe, Executive Director, PSD

(Approved as to substance)

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

AGREEMENT

THIS AGREEMENT, made this ____ day of _____ 2018, by and between the **Birmingham Principal Shopping District**, having its principal office at 151 Martin, Birmingham, MI 48009 (hereinafter sometimes called "PSD"), and Allen Hyland (hereinafter sometimes called Performer), provides as follows:

WITNESSETH:

WHEREAS, the PSD desires to have an individual dress and act as Santa Claus for scheduled dates during the months of November and December 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, unless otherwise specified in paragraph 3.

2. The PSD shall pay an hourly rate to the Performer for these performances. A total amount of \$500 for the performances. This amount shall be reduced by any and all deposits or pre-payments paid to the Performer by the PSD. Payment shall be placed in the mail by the PSD on the Monday following the performance.

3. The date and time of the performance shall be as follows:

<u>DAY</u>	<u>DATE</u>	<u>TIME</u>
Sunday	December 9, 2018	10 A.M. until 3 P.M.

Total= 5 Hours

5. The Performers shall report to the PSD Director or designee fifteen (15) minutes prior to the time that the performances are scheduled to begin.

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

7. If the PSD requests any of the Performers 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 PSD shall pay the Performer at the rate of \$75 for each additional thirty (30) minutes of work, or portion thereof, by the Performer. All overtime shall be authorized in advance by a PSD representative who shall be designated by the PSD prior to the start of the performance.

8. The Performer shall be of high moral character and will provide a background check. The PSD has the right to perform a background check on the Performer. 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 any behavior out of character 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. Performer shall encourage visitors to shop for gifts in local Birmingham businesses.

9. The PSD shall have the right to remove any Performer performing pursuant to this Agreement for any reason. If a Performer is removed from a performance because the Performer was engaging in behavior that the PSD believes to be improper or inappropriate, the PSD shall be entitled to a reduction in the total fee set forth in paragraph 2 in the amount of \$100 for each hour, or any portion thereof, of a performance that a Performer is not

performing. This paragraph shall in no way limit the PSD's rights and remedies in the event of a breach of this Agreement by the Performer.

10. The Performer and the PSD agree that the Performer is acting as an independent contractor with respect to the Performer's role in providing services to the PSD pursuant to this Agreement, and as such, shall be liable for its own actions and the Performer shall not be construed as employees of the PSD 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 PSD 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 PSD or the City of Birmingham, or be deemed an employee of the PSD 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 PSD or the City of Birmingham. The Performer agrees that he will apply for and secure all permits and approvals as may be required from the PSD in accordance with the provisions of applicable laws and ordinances of the PSD, State of Michigan or federal agencies.

11. 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.

12. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

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

14. 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 PSD, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham and the PSD 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 PSD, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham and the PSD, 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, including any claims, demands or suits asserted against the PSD 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 PSD.

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 PSD.

- 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.
- C. Motor Vehicle Liability: The Performer 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*: 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.
- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Performer will provide service that are customarily subject to this type of coverage.

- F. 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.
- G. Proof of Insurance Coverage: Performer shall provide the PSD at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the PSD, 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 Vehicle Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 4) If so requested, Certified Copies of all policies mentioned above will be furnished.
- H. 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.
- I. Maintaining Insurance: Upon failure of Performer to obtain or maintain such insurance coverage for the term of the Agreement, the PSD may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the PSD 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 PSD will not enter into a contract to furnish materials or services to the PSD from any PSD official, his spouse, child or parent, or from

any corporation, association or partnership in which any PSD 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/PSD 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/PSD 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 PSD may terminate this Agreement at any time for any reason. In the event of termination, the Performer shall be paid in the amount of \$100 multiplied by the number of performance hours provided by the Performer. Any additional amounts paid in advance by the PSD shall be returned by the Performer within seven (7) days after a written demand is made by the PSD. In the event of termination by the PSD, the PSD is also liable for the amount of \$ N/A incurred by Performer for the obtainment of insurance as required by this Agreement.

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.

22. PSD 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.

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

Allen Hyland – Performer

**BIRMINGHAM PRINCIPAL
SHOPPING DISTRICT**

By: _____

Its: Chairman

APPROVED:

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

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

Mark Gerber, Director of Finance

(Approved as to financial obligation)

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

Ingrid Tighe, Executive Director, PSD

(Approved as to substance)

AGREEMENT

THIS AGREEMENT, made this ___ day of _____, by and between the **Birmingham Principal Shopping District**, having its principal office at 151 Martin, Birmingham, MI 48009 (hereinafter sometimes called "PSD"), and Jim Tait (hereinafter sometimes called Performer), provides as follows:

WITNESSETH:

WHEREAS, the PSD desires to have an individual dress and act as Santa Claus for scheduled dates during the months of November and December 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, unless otherwise specified in paragraph 3.
2. The PSD shall pay an hourly rate to the Performer for these performances. A total amount of \$2,550 for the performances. This amount shall be reduced by any and all deposits or pre-payments paid to the Performer by the PSD. Payment shall be made by the PSD as follows: 1/3 shall be paid as a retainer fee with the executed contract, 1/3 on or before Monday December 3, 2018, and the remaining balance shall be paid no later than Monday, January 7, 2019.
3. The dates and times of the performances shall be as follows:

<u>DAY</u>	<u>DATE</u>	<u>TIME</u>
Saturday	December 1, 2018	3 P.M. until 8:30 P.M.

Sunday	December 2, 2018	10 A.M. until 3 P.M.
Sunday	December 16, 2018	10 A.M. until 3 P.M.
Sunday	December 23, 2018	10 A.M. until 3 P.M.
Monday	December 24, 2018	10 A.M. until 3 P.M.

Total= 25.5 Hours

5. The Performers shall report to the PSD Director or designee fifteen (15) minutes prior to the time that the performances are scheduled to begin.

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

7. If the PSD requests any of the Performers 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 PSD shall pay the Performer at the rate of \$75 for each additional thirty (30) minutes of work, or portion thereof, by the Performer. All overtime shall be authorized in advance by a PSD representative who shall be designated by the PSD prior to the start of the performance.

8. The Performer shall be of high moral character and will provide a background check. The PSD has the right to perform a background check on the Performer. 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 any behavior out of character 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. Performer shall encourage visitors to shop for gifts in local Birmingham businesses.

9. The PSD shall have the right to remove any Performer performing pursuant to this Agreement for any reason. If a Performer is removed from a performance because the Performer was engaging in behavior that the PSD believes to be improper or inappropriate, the PSD shall be entitled to a reduction in the total fee set forth in paragraph 2 in the amount of \$100 for each hour, or any portion thereof, of a performance that a Performer is not performing. This paragraph shall in no way limit the PSD's rights and remedies in the event of a breach of this Agreement by the Performer.

10. The Performer and the PSD agree that the Performer is acting as an independent contractor with respect to the Performer's role in providing services to the PSD pursuant to this Agreement, and as such, shall be liable for its own actions and the Performer shall not be construed as employees of the PSD 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 PSD 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 PSD or the City of Birmingham, or be deemed an employee of the PSD 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 PSD or the City of Birmingham. The Performer agrees that he will apply for and secure all permits and approvals as may be required from the PSD in accordance with the provisions of applicable laws and ordinances of the PSD, State of Michigan or federal agencies.

11. 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.

12. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

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

14. 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 PSD, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham and the PSD 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

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, including any claims, demands or suits asserted against the PSD 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 PSD.

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 PSD.

- 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.
- C. Motor Vehicle Liability: The Performer 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*: 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.

- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Performer will provide service that are customarily subject to this type of coverage.
- F. 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.
- G. Proof of Insurance Coverage: Performer shall provide the PSD at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the PSD, 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 Vehicle Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 4) If so requested, Certified Copies of all policies mentioned above will be furnished.
- H. 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.
- I. Maintaining Insurance: Upon failure of Performer to obtain or maintain such insurance coverage for the term of the Agreement, the PSD may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the PSD 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 PSD will not enter into a contract to furnish materials or services to the PSD from any PSD official, his spouse, child or parent, or from any corporation, association or partnership in which any PSD 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/PSD 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/PSD 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 PSD may terminate this Agreement at any time for any reason. In the event of termination, the Performer shall be paid in the amount of \$100 multiplied by the number of performance hours provided by the Performer. Any additional amounts paid in advance by the PSD shall be returned by the Performer within seven (7) days after a written demand is made by the PSD. In the event of termination by the PSD, the PSD is also liable

for the amount of \$ N/A incurred by Performer for the obtainment of insurance as required by this Agreement.

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.

22. PSD 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.

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

Daniel Suttkus – Performer

**BIRMINGHAM PRINCIPAL
SHOPPING DISTRICT**

By: _____

Its: Chairman

APPROVED:

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

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

Mark Gerber, Director of Finance

(Approved as to financial obligation)

Ingrid Tighe, Executive Director, PSD

(Approved as to substance)

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

AGREEMENT

THIS AGREEMENT, made this ____ day of _____ 2018, by and between the **Birmingham Principal Shopping District**, having its principal office at 151 Martin, Birmingham, MI 48009 (hereinafter sometimes called "PSD"), and Daniel Suttkus (hereinafter sometimes called Performer), provides as follows:

WITNESSETH:

WHEREAS, the PSD desires to have an individual dress and act as Santa Claus for scheduled dates during the months of November and December 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, unless otherwise specified in paragraph 3.

2. The PSD shall pay an hourly rate to the Performer for these performances. A total amount of \$1,350 for the performances. This amount shall be reduced by any and all deposits or pre-payments paid to the Performer by the PSD. Payment shall be placed in the mail by the PSD on the Monday following each performance.

3. The dates and times of the performances shall be as follows:

<u>DAY</u>	<u>DATE</u>	<u>TIME</u>
Saturday	November 24, 2018	10 A.M. until 3 P.M. (includes "Santa Walk" around block to welcome Santa to Birmingham)
Sunday	November 25, 2018	10 A.M. until 3 P.M.

Friday

November 30, 2018

5 P.M. until 8:30 P.M.

(includes cocoa & cookies with family –
location TBD and tree lighting)

Total= 13.5 Hours

5. The Performers shall report to the PSD Director or designee fifteen (15) minutes prior to the time that the performances are scheduled to begin.

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

7. If the PSD requests any of the Performers 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 PSD shall pay the Performer at the rate of \$75 for each additional thirty (30) minutes of work, or portion thereof, by the Performer. All overtime shall be authorized in advance by a PSD representative who shall be designated by the PSD prior to the start of the performance.

8. The Performer shall be of high moral character and will provide a background check. The PSD has the right to perform a background check on the Performer. 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 any behavior out of character 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. Performer shall encourage visitors to shop for gifts in local Birmingham businesses.

9. The PSD shall have the right to remove any Performer performing pursuant to this Agreement for any reason. If a Performer is removed from a performance because the Performer was engaging in behavior that the PSD believes to be improper or inappropriate, the PSD shall be entitled to a reduction in the total fee set forth in paragraph 2 in the amount of _\$100_ for each hour, or any portion thereof, of a performance that a Performer is not performing. This paragraph shall in no way limit the PSD's rights and remedies in the event of a breach of this Agreement by the Performer.

10. The Performer and the PSD agree that the Performer is acting as an independent contractor with respect to the Performer's role in providing services to the PSD pursuant to this Agreement, and as such, shall be liable for its own actions and the Performer shall not be construed as employees of the PSD 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 PSD 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 PSD or the City of Birmingham, or be deemed an employee of the PSD 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 PSD or the City of

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

11. 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.

12. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

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

14. 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 PSD, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham and the PSD 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 PSD, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham and the PSD, 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, including any claims, demands or suits asserted against the PSD 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 PSD.

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 PSD.

- 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.
- C. Motor Vehicle Liability: The Performer 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*: 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.

- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Performer will provide service that are customarily subject to this type of coverage.
- F. 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.
- G. Proof of Insurance Coverage: Performer shall provide the PSD at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the PSD, 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 Vehicle Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 4) If so requested, Certified Copies of all policies mentioned above will be furnished.
- H. 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.
- I. Maintaining Insurance: Upon failure of Performer to obtain or maintain such insurance coverage for the term of the Agreement, the PSD may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the PSD 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 PSD will not enter into a contract to furnish materials or services to the PSD from any PSD official, his spouse, child or parent, or from any corporation, association or partnership in which any PSD 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/PSD 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/PSD 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 PSD may terminate this Agreement at any time for any reason. In the event of termination, the Performer shall be paid in the amount of _\$100_ multiplied by the number of performance hours provided by the Performer. Any additional amounts paid in advance by the PSD shall be returned by the Performer within seven (7) days after a written demand is made by the PSD. In the event of termination by the PSD, the PSD is also liable

for the amount of \$ N/A incurred by Performer for the obtainment of insurance as required by this Agreement.

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.

22. PSD 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.

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

Daniel Suttikus – Performer

**BIRMINGHAM PRINCIPAL
SHOPPING DISTRICT**

By: _____

Its: Chairman

APPROVED:

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

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

Mark Gerber, Director of Finance

(Approved as to financial obligation)

Ingrid Tighe, Executive Director, PSD

(Approved as to substance)

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



The Shopping District

MEMORANDUM

DATE: October 4, 2018

TO: Birmingham Shopping District Board

FROM: Ingrid Tighe, Executive Director

SUBJECT: 8B Top Hats and Tails Carriage Rides Agreement

Attached for your review and approval is the proposed agreement with Top Hats and Tails Carriage Company for horse carriage rides for the 2018 holiday season. Top Hats and Tails has been a long-time provider of this service for the BSD.

The term of this agreement is for the 2018 holiday season starting November 24, 2018 and concluding December 24, 2018.

Suggested Action:

To approve the agreement with Top Hats and Tails Carriage Company for horse carriage service for the 2018 holiday season, conditional upon receipt of signatures and insurance from contractor.

AGREEMENT
For Horse and Carriage/Sleigh Services

THIS AGREEMENT, made this ____ day of _____, 2018, by and between the **BIRMINGHAM PRINCIPAL SHOPPING DISTRICT**, having its principal office at 151 Martin, Birmingham, MI 48009 (hereinafter sometimes called "PSD"), and Top Hats & Tails Carriage Company, whose address is 3201 Hummer Lake Road, Ortonville, MI 48462 (hereinafter sometimes called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham ("City"), through the PSD, desires to have horse and carriage/sleigh services available in downtown Birmingham during the 2018 holiday season.

WHEREAS, the Contractor desires to perform these services for the PSD, which it shall do in accordance with its best and most efficient methods and highest standards that it has evolved from its experience, under the terms and conditions hereinafter stated, and to that end the Contractor has made a proposal to provide these services, which proposal has been accepted by the PSD.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE RESPECTIVE AGREEMENTS AND UNDERTAKINGS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

Contractor shall provide horse and carriage/sleigh services in accordance with the following terms and conditions:

1. Contractor shall provide horse and carriage/sleigh services as outlined on the attached Addendum. The limo carriage is limited to 6-9 passengers; other vehicles provided by Contractor may be limited to 4-5 passengers. Contractor has sole discretion in the total number of passengers allowed on a vehicle at any time. An adult must accompany all children under the age of 6.
2. Contractor shall provide hay wagon services, which shall be limited to a maximum of 4 mile, round trip routes. The hay wagon will accommodate up to 12 passengers. An adult must accompany all children under the age of 6.
3. The number and types of carriages, sleighs and/or hay wagons to be used shall be determined on an event-by-event basis, with Contractor and the PSD Executive Director coming to an agreement on the numbers and types to be used.
4. At no time will alcohol of any type be allowed on any horse-drawn vehicle. Contractor reserves the right to remove any violators of this policy from the vehicle.
5. For safety purposes, smoking on any Contractor vehicles is prohibited.

6. Contractor shall be obligated to work solely for the City for the times and dates as follows:

Saturday	November 24	10:00 a.m. – 2:30 p.m.
Sunday	November 25	10:30 a.m. – 2:30 p.m.
Friday	November 30	5:00 p.m. – 9:00 p.m.
Saturday	December 1	10:30 a.m. – 2:30 p.m.
Saturday	December 1	4:00 p.m. – 8:00 p.m.
Sunday	December 2	10:30 a.m. – 2:30 p.m.
Saturday	December 8	10:30 p.m. – 2:30 p.m.
Sunday	December 9	10:30 a.m. – 2:30 p.m.
Saturday	December 15	10:30 a.m. – 2:30 p.m.
Sunday	December 16	10:30 a.m. – 2:30 p.m.
Saturday	December 22	10:30 a.m. – 2:30 p.m.
Sunday	December 23	10:30 a.m. – 2:30 p.m.
Monday	December 24	10:30 a.m. – 2:30 p.m.

Total Hours 52

Should Contractor wish to remain in the City on any listed day after the times set forth above, Contractor shall first obtain approval from the PSD for each extended time. If Contractor does operate outside of the above times, Contractor may earn gratuities or charge standard carriage ride rates to the patrons. The PSD shall have no payment obligations to Contractor for said time. Every effort shall be made by Contractor to inform patrons of any obligation to pay for any rides prior to the commencement of the ride during the times not covered by this Agreement.

7. Firecrackers or other noisemakers are prohibited while the horses are present.

8. Carriage decorations provided by the PSD must be pre-approved by Contractor prior to the scheduled event date.

9. Contractor will attempt to accommodate the PSD's choice of horse (i.e., color); however, Contractor has the sole discretion in deciding the best-suited horse based on the activities planned.

10. Weather conditions may delay or terminate services provided herein. Should Contractor consider weather conditions to be less than satisfactory for the event, Contractor shall contact the PSD at least 3 hours prior to the scheduled arrival time. Any services cancelled by Contractor for weather related conditions will be credited to the PSD. If Contractor arrives at the scheduled event and begins services and weather conditions deteriorate to the point that safety is jeopardized, Contractor shall reserve the right to discontinue services and earn the pro rata portion of the fee.

11. Contractor is not prepared to handle handicapped individuals on any vehicle provided by Contractor. Should a handicapped individual reserve services by Contractor, Contractor is hereby held harmless from liability for any injuries directly or indirectly sustained by appropriate activities of Contractor's owners, hired personnel, its vehicles or horses.

12. Contractor is not responsible for lost or stolen items left in the vehicles during the scheduled event.

13. For the aforementioned services, the PSD will pay Contractor the total amount of \$9,100*, which shall be paid as follows:

A. \$ 4,550 shall be paid by the 15th of the month following the execution of this Agreement.

B. \$ 4,550* shall be paid on or before December 31, 2018.

*This amount may be affected due to cancellations that may occur as set forth in this Agreement

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

15. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

16. The Contractor and the PSD agree that the Contractor is acting as an independent contractor with respect to the Contractor's role in providing services to the PSD 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 PSD 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

state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the PSD or the City of Birmingham.

17. 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 PSD and the City of Birmingham. 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.

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

19. 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.

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

21. Contractor agrees that neither it nor its subcontractors 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 Contractor shall inform the PSD of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the PSD with periodic status reports concerning all such claims or suits, at intervals established by the PSD.

22. Contractor 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 PSD.

- A. Workers' Compensation Insurance: 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.

- 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 Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Additional Insured: Commercial General Liability, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: 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.
- D. 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: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- E. Proof of Insurance Coverage: Contractor shall provide the PSD at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the PSD, 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) 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, Contractor 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 Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the PSD may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the PSD shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

24. The PSD will not enter into a contract to furnish materials or services to the PSD from any PSD/City official, his spouse, child or parent, or from any corporation, association or partnership in which any PSD/City 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 PSD/City shall contain a provision to the effect that if subsequent to entering into the contract a PSD/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/PSD has given notification of the disqualifying interest.

25. Should Contractor's performance under the contract be deficient or contrary to the terms of this Agreement, the PSD may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

26. 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.

FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham and the Birmingham Principal Shopping District 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 Birmingham Principal Shopping District and the City of Birmingham.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

TOP HATS & TAILS CARRIAGE COMPANY

By: _____

Title: _____

BIRMINGHAM SHOPPING DISTRICT

By: _____

Geoffrey Hockman

Title: BSD Chairman

Approved:

Ingrid Tighe, BSD Executive Director
Approved as to substance

Joseph A. Valentine, City Manager
Approved as to substance

Mark Gerber, Director of Finance
Approved as to financial obligation

Timothy J. Currier, City Attorney
Approved as to form



The Shopping District

MEMORANDUM

DATE: October 4, 2018

TO: Birmingham Shopping District Board

FROM: Ingrid Tighe, Executive Director

SUBJECT: 8C Agreement with Hotz Catering & Rental for Winter Markt Tents

Attached for your review and approval is the proposed agreement with Hotz Catering & Rental for Winter Markt Tents for the 2018 Winter Markt. The Special Events Committee evaluated 2 vendors and unanimously selected Hotz Catering & Rental for the job.

Suggested Action:

To approve the agreement with Hotz Catering & Rental for Winter Markt Tents for the 2018 Winter Markt, conditional upon receipt of signatures and insurance from contractor.

ATTACHMENT A - AGREEMENT
For Tent Supplier

This AGREEMENT, made this _____ day of _____, 2018, by and between the BIRMINGHAM SHOPPING DISTRICT (hereinafter sometimes called "BSD"), having its principal municipal office at 151 Martin Street, Birmingham, MI, and Hotz Catering & Rental, having its principal office at 20752 Ryan Road Warren, MI 48091 (hereinafter called "Supplier"), provides as follows:

WITNESSETH:

WHEREAS, the BSD has heretofore advertised for bids for the procurement and performance of services required for \ Supplier to provide appropriate tents and labor required to set-up and tear-down tents for the Birmingham Winter Markt and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Supplier has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to provide tents for the Birmingham Winter Markt.

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 supply tents for the Birmingham Winter Markt, the Supplier's cost proposal dated _____, 2018 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto.
2. The Supplier's Proposal shall be incorporated herein by reference, shall become a part of this Agreement, and shall be binding on the parties hereto. In the event there is a conflict between the Proposal and this Agreement, this Agreement shall control.
3. This Agreement shall be for a one (1) year term commencing on the date the BSD executes this Agreement. The Agreement may be affirmatively renewed each year through BSD Board approval. If changes to the existing terms are sought, an amendment to the Agreement must be prepared and signed before any changes are effective.
4. Notwithstanding the foregoing term, either party may terminate this Agreement for any or no reason upon a thirty day (30) notice to the other party. If the BSD terminates the Agreement under this paragraph, Supplier will be compensated for any work already performed up to the date of termination. However, Supplier 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 Supplier for the performance of this Agreement in an amount not to exceed _____, as set forth in the Supplier's _____, 2018 cost proposal.
6. This Agreement shall commence upon execution by both parties, unless the BSD exercises its option to terminate the Agreement in accordance with the Request for Proposals.
7. The Supplier shall employ personnel of good moral character and fitness in performing all services under this Agreement.
8. The Supplier and the BSD agree that the Supplier is acting as an independent Supplier with respect to the Supplier'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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the BSD. Therefore, the Supplier agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Supplier 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 Supplier 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, Supplier agrees to keep information pertaining to the retailer and transaction confidential as specified by the parameters of the NDA.

10. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Supplier 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.
11. 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.
12. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Supplier without the prior written consent of the BSD. Any attempt at assignment without prior written consent shall be void and of no effect.
13. The Supplier agrees that neither it nor its sub-Suppliers 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 Supplier shall inform the BSD of all claims or suits asserted against it by the Supplier's employees who work pursuant to this Agreement. The Supplier shall provide the BSD with periodic status reports concerning all such claims or suits, at intervals established by the BSD.
14. The Supplier 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.
15. The Supplier shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:
 - A. Workers' Compensation Insurance: Supplier 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: Supplier 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 Suppliers Coverage; (D) Broad Form General Liability Extensions or equivalent.
 - C. Motor Vehicle Liability: Supplier shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault

coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: Birmingham Shopping District, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Supplier will provide service that are customarily subject to this type of coverage.
- F. Owners Suppliers Protective Liability: The Supplier shall procure and maintain during the life of this contract, an Owners Suppliers Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The Birmingham Shopping District shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- G. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Birmingham Shopping District, 151 Martin Street, Birmingham, MI 48009.
- H. Proof of Insurance Coverage: Supplier 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, Supplier 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 Supplier to obtain or maintain such insurance coverage for the term of the Agreement, the BSD may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the BSD shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
13. To the fullest extent permitted by law, the Supplier and any entity or person for whom the Supplier is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the BSD, the BSD and City elected and appointed officials, employees and volunteers and others working on behalf of the BSD and City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the BSD, its elected and appointed officials, employees, volunteers or others working on behalf of the BSD, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the BSD.
14. If, after the effective date of this Agreement, any official of the BSD or City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Supplier, the City shall have the right to terminate this Agreement without further liability to the Supplier if the disqualification has not been removed within thirty (30) days after the City has given the Supplier notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.
15. If Supplier fails to perform its obligations hereunder, the BSD may take any and all remedial actions provided by the general specifications or otherwise permitted by law.
16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

Birmingham Shopping District
Attn: Executive Director, Ingrid
Tighe
151 Martin Street
Birmingham, MI 48009

248-530-1200

TENT SUPPLIER

(Hotz Catering & Rental)

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

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

WITNESS:

SUPPLIER: Hotz Catering & Rental

By: _____

Title: _____

BIRMINGHAM SHOPPING DISTRICT

By: _____

Geoffrey Hockman

Title: BSD Chairman

Approved:

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

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

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

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

ATTACHMENT B - BIDDER'S AGREEMENT
For Tent Supplier

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

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

Lyn Koontz Sept. 24, 2018
PREPARED BY DATE
(Print Name)

General Manager
TITLE

[Signature] hotzcatenng@gmail.com
AUTHORIZED SIGNATURE E-MAIL ADDRESS

Hotz Catenng + Rental
COMPANY

20752 Ryan Rd Warren 48091 586 757 1811
ADDRESS PHONE

& same as above
NAME OF PARENT COMPANY PHONE

ADDRESS

ATTACHMENT C - COST PROPOSAL

For Tent Supplier

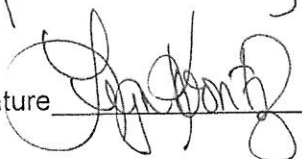
In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

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

COST PROPOSAL	
ITEM	BID AMOUNT
Materials & Equipment	\$ 24617.80
Labor	\$ 55.00
Miscellaneous (Attach Detailed Description)	\$ _____
TOTAL BID AMOUNT	\$ 24,672.80
ADDITIONAL BID ITEMS	
	\$ _____
	\$ _____
GRAND TOTAL AMOUNT	\$ 24,672.80

UNIT COST BID ITEMS	
	\$ _____ per

Firm Name Holtz Catering + Rental

Authorized signature  Date 9.24.18

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For Supplier

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

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

Lyn Koontz Sept. 24, 2018
PREPARED BY DATE
(Print Name)

General Manager
TITLE

[Signature] hotzcatering@gmail.com
AUTHORIZED SIGNATURE E-MAIL ADDRESS

Hotz Catering & Rental
COMPANY

20752 Ryan Rd, Warren 48091 586 757.1811
ADDRESS PHONE

Same as above
NAME OF PARENT COMPANY PHONE

11
ADDRESS

TAXPAYER I.D.#



The Shopping District

MEMORANDUM

DATE: October 4, 2018
TO: Birmingham Shopping District Board of Directors
FROM: Executive Director, Ingrid Tighe
SUBJECT: 8D BSD Committee Membership Approval

The attached committee membership application is for Mike McKenzie, Birmingham resident, to be a member of the Business Development Committee. As described in his application, Mr. McKenzie works as Director of Analytics Insights at PricewaterhouseCoopers and is interested in volunteering for the BSD to contribute to achieving the ideal mix of local and national retail, dining and entertainment options. Committee membership applications are presented to the BSD Board of Directors for approval as they are received, on a rolling basis, at monthly BSD board meetings.

Suggested Action:

To approve the BSD Committee application for Mike McKenzie to join the Business Development Committee.



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 http://www.enjoybirmingham.com/about/about_the_psd.php (Please print clearly)

Committee of Interest BSD Business Development

Name Michael K McKenzie

Phone (312) 785-4906

Residential Address 2123 Windemere Rd., Birmingham, MI 48009

Email mike_mckenzie@mac.com

Business Address N/A

Occupation Strategy Director, PwC

Reason for Interest: Explain how your background and skills will enhance the committee to which you have applied
My entire career has focused on assessing various markets (e.g., auto, retail, professional services) for strategic growth opportunities and risks. I have seen first-hand in Chicago how the right mix of businesses can anchor a neighborhood and become a magnet for attracting the successful and diverse families that serve as self-reinforcing engines of economic activity and make a community vibrant. As a member of the BSD Business Development committee I want to actively participate in identifying and deliberating how to achieve the ideal alchemy of local and national retail, dining, and entertainment options in the BSD so that it continues to thrive as a differentiated, family-friendly, downtown as the gravitational pull from other local communities increases.

List your related employment experience _____

I joined PricewaterhouseCoopers in 2002, and have served in various roles advising internal and external clients on corporate strategy. In my current role as a director on our Analytic Insights team, I use data and analytics to better inform US Firm and PwC Network leadership strategic decision-making and help drive strategy initiatives.

List your related community activities _____

My family and I relocated to Birmingham this past Spring after having lived in Los Angeles, and then Chicago for the last 12 years. Outside of youth sports for my children, my community activities have been limited thus far. That said, I believe the BSD represents the optimal entry into greater involvement by maximizing my potential impact on our community.

List your related educational experience _____

I hold a Bachelor of Arts degree in International Relations, with a specialization in Economics, from Michigan State University. Post-graduate continuing education has focused on building my data science acumen.

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:

I have no financial or commercial conflicts. I want to see Birmingham continue to flourish by retaining businesses that make our community special, and serve as an honest broker to help successfully identify and engage prospective businesses that will resonate with, and attract, the next generation of Birmingham families.

 10/1/2018

Signature of Applicant

Date

Return the completed and signed application form to: Birmingham Shopping District, 151 Martin, Birmingham, MI 48009 or by email info@allinbirmingham.com

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Birmingham Shopping District

Year: 2018

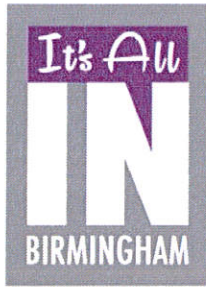
Members Required for Quorum: 7

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Richard Astrein	P	P	A	P	P	P	CP	P	P						7	1	88%
Samy Eid	P	P	P	P	P	P	CP	P	P						8	0	100%
Doug Fehan	P	P	P	P	P	A	CP	A	A						5	3	63%
Geoffrey Hockman	P	A	P	A	P	P	CP	A	P						5	3	63%
Zachary Kay								P	P						2	0	100%
Amy Pohlod	P	P	P	A	P	P	CP	P	P						7	1	88%
Steve Quintal	P	P	P	P	P	P	CP	P	P						8	0	100%
Bill Roberts	P	P	P	P	P	P	CP	P	P						8	0	100%
Judy Solomon	A	P	A	P	P	P	CP	P	A						5	3	63%
Sam Surnow	P	P	P	P	P	P	CP	A	P						7	1	88%
Joe Valentine	P	P	P	P	P	P	CP	A	P						7	1	88%
															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Present or Available	9	9	8	8	10	9	10	7	9	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



The Shopping District

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

BSD COMMITTEES
MONTHLY MEETING SCHEDULE
OCTOBER 2018

BSD BOARD

THURSDAY 10/4 @ 8 A.M. – COMMUNITY HOUSE

MAINTENANCE/CAPITAL IMPROVEMENTS

TUESDAY 10/9 @ 8 A.M. – CITY HALL

MARKETING/ADVERTISING

WEDNESDAY 10/11 @8:30 A.M. – CITY HALL

SPECIAL EVENTS

FRIDAY 10/12 @ 8:30 A.M. – CITY HALL

BUSINESS DEVELOPMENT

TBD

EXECUTIVE

WEDNESDAY 10/3 @8:00 A.M. – CITY HALL

NOTE: City Hall meeting location is second floor conference room 202-203.

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).