



The Shopping District

**Birmingham Shopping District Agenda
Thursday June 6, 2019 - 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 May 2, 2019
4. Board Member Comments
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 – April
 - e. Chamber Report
 - f. Community House Report
6. Approval of Vouchers
7. Unfinished Business
8. New Business
 - a. Agreement with Renaissance Media for Birmingham Magazine
 - b. Agreement with WXYZ for Cruise Evenut
 - c. Agreement with Detroit Event Company for Cruise Event
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, May 2, 2019 8:00 a.m.
The Community House
Birmingham, MI 48009

Minutes of the meeting of the Birmingham Shopping District Board held Thursday, May 2, 2019, at 8:03 a.m. in The Community House.

1. CALL TO ORDER AND ROLL CALL OF BOARD

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

ABSENT: Solomon

ALSO PRESENT: David Hohendorf, Cindy Ciura

ADMINISTRATION: Tighe, Brook, Gerber

2. RECOGNITION OF VISITORS

3. APPROVAL OF MINUTES

MOTION: Motion by Fehan, seconded by Astrein to approve the minutes dated April 4, 2019.

VOTE: Yeas, 10 Nays, 0 Absent, 1

4. BOARD MEMBER COMMENTS

5. REPORTS

a. FINANCE REPORT – GERBER

Gerber explained that the first report shows a balance of approximately \$860,000 with about \$70,000 receivables in current assessment year. There were none collected in April and in mid to late May those still outstanding will be reported to the county.

The revenue/expense report through March should be at 75%. It is looking pretty good now at 76%. He mentioned that Tighe is entering projections for this year to see if budget adjustments are necessary.

The year to date cash flow is higher than anticipated. There are some variances due to construction costs from last year and the fact that assessments are normally billed in December and did not get billed until January this year which pushes things back.

b. EXECUTIVE DIRECTOR REPORT - TIGHE

Tighe updated the board that on May 11th the department heads will be presenting their budgets to city commission.

She also shared that she is excited to welcome Corinne Oviedo to the BSD team.

c. COMMITTEE REPORTS:

SPECIAL EVENTS - ASTREIN

Astrein reported that two tent companies submitted proposals for the Winter Markt RFP which will be discussed more later.

He also shared that the committee would like to activate Thursdays in the downtown area. So, they are looking to start on June 20th with some fun evening events and hope that merchants will start staying open later.

Day on the Town is set for July 27th and will be bringing back Kids Zone and the Farmers Market opens on May 5th.

MARKETING & ADVERTISING - POHLOD

Pohlod updated everyone that the Birmingham Magazine has been distributed and was the last edition in the current contract. She explained that they shared the one magazine per year idea at the last merchant meeting and there were no comments. An RFP for future magazines will be posted very soon.

A conversation was had with HOUR about the past magazines and what expectations would be if they were to continue publishing for us.

Paige has started her social media posts and Pohlod said that she is already noticing movement. Astrein asked how merchants will interact with Paige. Pohlod responded that Paige had distributed her cards at the merchant meeting and will also be stopping at stores to introduce herself.

Tighe shared that the staff team is meeting with Paige every two weeks for updates. Paige will also give an update at the next board meeting.

MAINTENANCE/CAPITAL IMPROVEMENTS - QUINTAL

There was no meeting last month. Quintal shared that we are on schedule for planters to be in for Memorial Day. Evergreens will be pulled before that.

The committee has looked at the budget and is exploring the possibility of doing something at the north or south end of town for holiday lights.

Tighe gave an update that construction has started on Lot 6. She shared that parking will be available but will be impacted. We are working with the APC to provide valet service throughout construction.

Valentine added that the project will add approximately 37 parking spaces and will also improve pedestrian access to the river and increase lighting. The project is expected to last 7-9 weeks. The lot will continue to be available for the Farmers Market each Sunday.

BUSINESS DEVELOPMENT - SURNOW

There was no meeting in April. Surnow reported that fab'rik, a national retailer, will be going into the old Art Loft space. The strategic and methodical approach they have been taking for recruitment is working. And, the new recruiter is now on board to help with future efforts.

There will be a broker/owner roundtable next week. Updates will be given on new developments.

The ICSC conference will be held in May. Tighe and Ciura are working to set-up meetings.

Tighe formally introduced Cindy Ciura to the board. She said that Ciura has already been productive creating retail lists and looking at different areas of town strategically.

Ciura explained that she is very picky about marketing materials. So, she has been working to make our pieces appear more upscale as the first impression is very important. She said that she is excited that 9 prospects have said that they are interested in meeting and want to know more about specific sites. She is very encouraged by that and is excited to be here.

Tighe shared that we will be promoting BSD gift certificates as good gift options for Mother's Day, graduation and Father's Day.

Valentine extended kudos to Tighe and Surnow and the committee for securing the new retailer. Fehan agreed that this success validates the process.

EXECUTIVE BOARD REPORT

No report given

d. PARKING REPORT - VALENTINE

Valentine gave an update that SP+ has been selected to continue to operate the parking structures, however, the scope of work has changed.

There will be a new app that will show available parking in the structures as well as on the streets. There will be a meeting on Monday to get bond authorization.

Astrein asked if the sensors on the parking meters are working. Valentine explained that although they are functioning, they are not being used for enforcement.

e. CHAMBER REPORT

No report given.

f. COMMUNITY HOUSE REPORT

There was no report from The Community House.

6. APPROVAL OF VOUCHERS

MOTION: Motion by Astrein, seconded by Quintal to approve the vouchers, as submitted, dated May 2, 2019.

VOTE: Yeas, 10 Nays, 0 Absent, 1

7. UNFINISHED BUSINESS

8. NEW BUSINESS

a. Agreement with Wahl Tents for Winter Markt Tents

Pohlod shared that the committee chose this company for several reasons including that they will be buying new tents for us. It will be a longer contract but that will be better because the new, hole free, tents will help with vendor retention. Kay added that this will also lock the price in for us for five years.

MOTION: Motion by Astrein, seconded by Fehan to approve the agreement with Wahl Tents for Winter Markt Tents for the 2019 Winter Markt, conditional upon receipt of signatures and insurance from contractor.

VOTE: Yeas, 10 Nays, 0 Absent, 1

b. Agreements for Santa Claus Performances 2019

Pohlod explained that we will be using the same Santa (for all but 3 shifts) that was so well received last year.

MOTION: Motion by Astrein, seconded by Fehan to approve the Santa Claus agreements with Randy Lee and Daniel Suttkus for Santa Claus performances during the 2019 holiday season, conditional upon receipt of signatures and insurance from respective performers.

VOTE: Yeas, 10 Nays, 0 Absent, 1

c. Top Hats and Tails Carriage Rides Agreement

MOTION: Motion by Astrein, seconded by Pohlod to approve the agreement with Top Hats and Tails Carriage Company for horse carriage service for the 2019 holiday season, conditional upon receipt of signatures and insurance from contractor.

VOTE: Yeas, 10 Nays, 0 Absent, 1

9. INFORMATION

a. Retail Activity

b. Announcements

c. Letters, Board Attendance & Monthly Meeting Schedule

10. PUBLIC COMMENTS

Pohlod shared that the next marketing committee meeting date has not been confirmed yet. It will be after the RFP closes.

Valentine reminded everyone that the Master Planning process is ongoing. Charrettes will be held beginning May 14 and concluding on May 21.

Tighe said that she will be participating in Museum talks about Downtown – Then & Now on May 9th at the library at 7 p.m.

11. ADJOURNMENT – 8:50 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	250.00
247-000.000-005.0000	CASH AND INVESTMENTS	863,720.69
247-000.000-028.0000	MISCELLANEOUS	17,758.72
247-000.000-028.9999	ALLOW FOR DOUBTFUL ACCTS.	(1,613.72)
247-000.000-045.0884	PSD SPEC ASSESS 18-19 #884	47,936.67
247-000.000-048.0870	PSD DELQ SAD 2017-2018 AR	2,108.56
Total Assets		930,160.92
*** Liabilities ***		
247-000.000-200.0000	SUSPENSE ACCOUNT	180.54
247-000.000-202.0000	ACCOUNTS PAYABLE	27,401.26
247-000.000-255.0001	GIFT CERTIFICATES	1,425.00
247-000.000-367.0300	DEFER. INFLOWS - MISCELLANEOUS INV	16,145.00
247-000.000-367.0700	DEFER. INFLOWS - SPECIAL ASSESSMEN	47,936.67
247-000.000-367.0800	DEFER. INFLOWS - DELQ SPECIAL ASSE	2,108.56
Total Liabilities		95,197.03
*** Fund Balance ***		
247-000.000-391.0000	RETAINED EARNINGS	640,121.84
Total Fund Balance		640,121.84
Beginning Fund Balance		640,121.84
Net of Revenues VS Expenditures		194,842.05
Ending Fund Balance		834,963.89
Total Liabilities And Fund Balance		930,160.92

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 04/30/2019

GL NUMBER	DESCRIPTION	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	ACTIVITY FOR MONTH 04/30/19	YTD BALANCE 04/30/2019	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	135,330.00	0.00	0.00	0.00	135,330.00	0.00
USE OF FUND BALANCE								
		116,300.00	135,330.00	0.00	0.00	0.00	135,330.00	0.00
INTEREST AND RENT								
247-000.000-664.0000	INVESTMENT INCOME	6,390.00	6,390.00	1,407.85	6,884.80	0.00	(494.80)	107.74
247-000.000-666.0001	SPECIAL ASSESSMENT INTEREST	0.00	0.00	572.46	572.46	0.00	(572.46)	100.00
INTEREST AND RENT								
		6,390.00	6,390.00	1,980.31	7,457.26	0.00	(1,067.26)	116.70
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	6,994.88	0.00	10,855.12	39.19
247-000.000-672.0884	PSD SPEC ASSESS REVENUE 2018-2	0.00	0.00	20,650.62	995,730.32	0.00	(995,730.32)	100.00
SPECIAL ASSESSMENTS								
		897,300.00	897,300.00	20,650.62	1,002,725.20	0.00	(105,425.20)	111.75
OTHER REVENUE								
247-000.000-676.0001	CONTR FROM PRIVATE SOURCE	190,000.00	190,000.00	22,820.00	188,907.21	0.00	1,092.79	99.42
247-000.000-677.0001	SUNDRY & MISCELLANEOUS	0.00	0.00	0.00	27.26	0.00	(27.26)	100.00
OTHER REVENUE								
		190,000.00	190,000.00	22,820.00	188,934.47	0.00	1,065.53	99.44
Total Dept 000.000		1,209,990.00	1,229,020.00	45,450.93	1,199,116.93	0.00	29,903.07	97.57
TOTAL REVENUES		1,209,990.00	1,229,020.00	45,450.93	1,199,116.93	0.00	29,903.07	97.57
Expenditures								
Dept 298.000 - PUBLIC RELATIONS								
PERSONNEL SERVICES								
247-298.000-702.0001	SALARIES & WAGES DIRECT	28,590.00	31,030.00	2,405.88	25,594.13	0.00	5,435.87	82.48
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	2,410.00	180.36	1,883.97	0.00	526.03	78.17
247-298.000-706.0002	HOSPITALIZATION	11,090.00	11,090.00	426.16	4,474.78	0.00	6,615.22	40.35
247-298.000-706.0007	WORKER'S COMPENSATION	100.00	100.00	5.58	59.35	0.00	40.65	59.35
247-298.000-706.0012	RETIREMNT-DEF CONTR EMPLR	2,620.00	2,840.00	228.58	2,327.12	0.00	512.88	81.94
247-298.000-706.0013	RET HLTH SVGS CONTR EMPLR	690.00	690.00	69.99	734.96	0.00	(44.96)	106.52
PERSONNEL SERVICES								
		45,770.00	48,610.00	3,316.55	35,074.31	0.00	13,535.69	72.15
Total Dept 298.000 - PUBLIC RELATIONS		45,770.00	48,610.00	3,316.55	35,074.31	0.00	13,535.69	72.15
Dept 441.005 - DOWNTOWN MAINTENANCE								
PERSONNEL SERVICES								
247-441.005-702.0001	SALARIES & WAGES DIRECT	49,870.00	51,460.00	2,800.59	31,392.28	0.00	20,067.72	61.00
247-441.005-702.0002	OVERTIME PAY	22,350.00	22,350.00	1,263.55	19,169.45	0.00	3,180.55	85.77
247-441.005-702.0003	LONGEVITY	370.00	370.00	0.00	156.90	0.00	213.10	42.41
247-441.005-706.0001	FICA	5,370.00	5,490.00	303.24	3,819.19	0.00	1,670.81	69.57
247-441.005-706.0002	HOSPITALIZATION	10,640.00	10,640.00	565.17	7,964.21	0.00	2,675.79	74.85
247-441.005-706.0003	LIFE INSURANCE	190.00	190.00	17.65	160.90	0.00	29.10	84.68
247-441.005-706.0004	RETIRE CONTRIB HEALTH	11,870.00	11,920.00	846.23	8,786.48	0.00	3,133.52	73.71

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 04/30/2019

GL NUMBER	DESCRIPTION	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	ACTIVITY FOR MONTH 04/30/19	YTD BALANCE 04/30/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 247 - PRINCIPAL SHOPPING DISTRICT								
Expenditures								
247-441.005-706.0005	DENTAL/OPTICAL	1,170.00	1,200.00	80.37	677.40	0.00	522.60	56.45
247-441.005-706.0006	LT/ST DISABILITY	510.00	530.00	35.28	369.82	0.00	160.18	69.78
247-441.005-706.0007	WORKER'S COMPENSATION	1,340.00	1,370.00	68.85	774.60	0.00	595.40	56.54
247-441.005-706.0010	RETIREMENT EMPLOYER CNTB	7,880.00	7,970.00	453.85	5,095.24	0.00	2,874.76	63.93
247-441.005-706.0011	HRA BENEFIT	100.00	100.00	117.49	117.49	0.00	(17.49)	117.49
247-441.005-706.0012	RETIREMNT-DEF CONTR EMPLR	1,530.00	1,610.00	271.85	2,741.97	0.00	(1,131.97)	170.31
247-441.005-706.0013	RET HLTH SVGS CONTR EMPLR	930.00	930.00	102.14	989.99	0.00	(59.99)	106.45
PERSONNEL SERVICES		114,120.00	116,130.00	6,926.26	82,215.92	0.00	33,914.08	70.80
OTHER CHARGES								
247-441.005-941.0000	EQUIPMENT RENTAL OR LEASE	43,000.00	43,000.00	2,157.84	25,597.07	0.00	17,402.93	59.53
OTHER CHARGES		43,000.00	43,000.00	2,157.84	25,597.07	0.00	17,402.93	59.53
Total Dept 441.005 - DOWNTOWN MAINTENANCE								
		157,120.00	159,130.00	9,084.10	107,812.99	0.00	51,317.01	67.75
Dept 748.000 - PRINCIPAL SHOPPING DISTRICT								
PERSONNEL SERVICES								
247-748.000-702.0001	SALARIES & WAGES DIRECT	197,920.00	210,230.00	14,479.12	172,516.89	0.00	37,713.11	82.06
247-748.000-706.0001	FICA	15,150.00	16,090.00	1,059.08	12,904.33	0.00	3,185.67	80.20
247-748.000-706.0002	HOSPITALIZATION	43,930.00	43,930.00	3,378.62	39,684.87	0.00	4,245.13	90.34
247-748.000-706.0003	LIFE INSURANCE	950.00	950.00	72.34	759.57	0.00	190.43	79.95
247-748.000-706.0004	RETIRE CONTRIB HEALTH	5,620.00	5,620.00	467.67	4,676.70	0.00	943.30	83.22
247-748.000-706.0005	DENTAL/OPTICAL	1,850.00	2,010.00	153.98	1,616.81	0.00	393.19	80.44
247-748.000-706.0006	LT/ST DISABILITY	820.00	880.00	67.60	709.88	0.00	170.12	80.67
247-748.000-706.0007	WORKER'S COMPENSATION	630.00	660.00	57.94	665.78	0.00	(5.78)	100.88
247-748.000-706.0010	RETIREMENT EMPLOYER CNTB	2,340.00	2,340.00	194.75	1,947.50	0.00	392.50	83.23
247-748.000-706.0012	RETIREMNT-DEF CONTR EMPLR	8,110.00	8,790.00	713.60	7,267.46	0.00	1,522.54	82.68
247-748.000-706.0013	RET HLTH SVGS CONTR EMPLR	1,820.00	1,820.00	140.00	1,470.00	0.00	350.00	80.77
PERSONNEL SERVICES		279,140.00	293,320.00	20,784.70	244,219.79	0.00	49,100.21	83.26
OTHER CHARGES								
247-748.000-801.0200	OTHER LEGAL	3,000.00	3,000.00	609.96	3,038.07	0.00	(38.07)	101.27
247-748.000-802.0100	AUDIT	750.00	750.00	0.00	724.65	0.00	25.35	96.62
247-748.000-811.0000	OTHER CONTRACTUAL SERVICE	20,000.00	20,000.00	0.00	800.00	0.00	19,200.00	4.00
247-748.000-828.0300	PARKING VALET SERVICES	0.00	0.00	0.00	13,000.00	0.00	(13,000.00)	100.00
247-748.000-829.0100	SNOW REMOVAL CONTRACT	59,000.00	59,000.00	0.00	58,957.02	0.00	42.98	99.93
247-748.000-829.0200	WEB SITE MAINTENANCE	5,500.00	5,500.00	169.99	2,148.16	0.00	3,351.84	39.06
247-748.000-851.0000	TELEPHONE	1,750.00	1,750.00	101.46	904.71	0.00	845.29	51.70
247-748.000-901.0000	PRINTING & PUBLISHING	0.00	0.00	0.00	194.25	0.00	(194.25)	100.00
247-748.000-901.0400	MARKETING & ADVERTISING	125,000.00	125,000.00	11,208.35	127,009.95	0.00	(2,009.95)	101.61
247-748.000-901.0500	PUBLIC RELATIONS	10,000.00	10,000.00	0.00	8,357.55	0.00	1,642.45	83.58
247-748.000-903.0000	TENANT RECRUITMENT	100,000.00	100,000.00	2,885.71	34,487.27	0.00	65,512.73	34.49
247-748.000-904.0000	PRINTING PSD MAGAZINE	85,000.00	85,000.00	0.00	52,197.92	0.00	32,802.08	61.41
247-748.000-909.0000	SPECIAL EVENTS	200,000.00	200,000.00	9,635.11	181,111.61	0.00	18,888.39	90.56
247-748.000-933.0200	EQUIPMENT MAINTENANCE	1,200.00	1,200.00	193.08	916.63	0.00	283.37	76.39
247-748.000-935.0200	MAINTENANCE SHOPPING DIST	70,000.00	70,000.00	7,331.54	97,960.82	2,000.00	(29,960.82)	142.80
247-748.000-942.0000	COMPUTER EQUIPMENT RENTAL	18,160.00	18,160.00	1,513.33	15,133.30	0.00	3,026.70	83.33
247-748.000-944.0000	BUILDING OR FACILITY RENT	12,000.00	12,000.00	1,000.00	10,000.00	0.00	2,000.00	83.33
247-748.000-955.0100	TRAINING	1,000.00	1,000.00	0.00	450.69	0.00	549.31	45.07
247-748.000-955.0300	MEMBERSHIP & DUES	1,600.00	1,600.00	375.00	1,766.50	0.00	(166.50)	110.41
247-748.000-955.0400	CONFERENCES & WORKSHOPS	3,000.00	3,000.00	50.00	968.84	0.00	2,031.16	32.29
247-748.000-957.0400	LIAB INSURANCE PREMIUMS	4,500.00	4,500.00	375.00	3,750.00	0.00	750.00	83.33

05/14/2019 01:09 PM
 User: kwickenheiser
 DB: Birmingham

REVENUE AND EXPENDITURE REPORT

Page: 3/3

PERIOD ENDING 04/30/2019

GL NUMBER	DESCRIPTION	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	ACTIVITY FOR MONTH 04/30/19	YTD BALANCE 04/30/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 247 - PRINCIPAL SHOPPING DISTRICT								
Expenditures								
OTHER CHARGES		721,460.00	721,460.00	35,448.53	613,877.94	2,000.00	105,582.06	85.37
SUPPLIES								
247-748.000-727.0000	POSTAGE	3,000.00	3,000.00	0.00	998.97	0.00	2,001.03	33.30
247-748.000-729.0000	OPERATING SUPPLIES	3,500.00	3,500.00	208.90	2,290.88	0.00	1,209.12	65.45
SUPPLIES		6,500.00	6,500.00	208.90	3,289.85	0.00	3,210.15	50.61
Total Dept 748.000 - PRINCIPAL SHOPPING DISTRICT								
		1,007,100.00	1,021,280.00	56,442.13	861,387.58	2,000.00	157,892.42	84.54
TOTAL EXPENDITURES								
		1,209,990.00	1,229,020.00	68,842.78	1,004,274.88	2,000.00	222,745.12	81.88
Fund 247 - PRINCIPAL SHOPPING DISTRICT:								
TOTAL REVENUES		1,209,990.00	1,229,020.00	45,450.93	1,199,116.93	0.00	29,903.07	97.57
TOTAL EXPENDITURES		1,209,990.00	1,229,020.00	68,842.78	1,004,274.88	2,000.00	222,745.12	81.88
NET OF REVENUES & EXPENDITURES		0.00	0.00	(23,391.85)	194,842.05	(2,000.00)	(192,842.05)	100.00

PRINCIPAL SHOPPING DISTRICT
CASH FLOW
FOR THE MONTH OF APRIL 2019

	<u>DESCRIPTION</u>	<u>PROJECTED</u>	<u>ACTUAL</u>	<u>VARIANCE</u>
	BEGINNING CASH BALANCE	\$ 766,208	\$ 892,960	\$ 126,752
	CASH RECEIPTS:			
255.0001	Gift Certificates In	-	-	-
	Special Assessments	-	21,223	21,223
	Interest Income	800	1,408	608
	Special Event Revenue	<u>15,000</u>	<u>22,820</u>	<u>7,820</u>
	Sub-total cash receipts	15,800	45,451	29,651
	CASH DISBURSEMENTS:			
	OFFICE DISBURSEMENTS			
	PSD Personnel Costs	21,470	20,785	685
727.0000	Postage	400	-	400
729.0000	Supplies	280	530	(250)
801.0200	Legal	250	446	(196)
802.0100	Audit	-	-	-
811.0000	Other Contractual Service	90	-	90
933.0200	Equipment Maintenance	-	-	-
851.0000	Telephone	150	-	150
955.0100	Training	80	-	80
955.0300	Memberships & Dues	270	-	270
955.0400	Conferences & Workshops	-	50	(50)
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	25,875	24,699	1,176
	PROGRAM DISBURSEMENTS			
	DPS Downtown Maintenance	11,000	9,084	1,916
	Promotion Personnel Costs	3,520	3,316	204
255.0001	Gift Certificates Out	-	-	-
828.03	Valet Services	-	-	-
829.0100	Snow Removal	-	9,908	(9,908)
935.0200	Maintenance PSD	11,200	7,969	3,231
901.0000	Printing & Publishing	-	-	-
901.0400	Marketing & Advertising	5,000	12,202	(7,202)
901.0500	Public Relations	1,000	-	1,000
903.0000	Tenant Recruitment	8,330	6,753	1,577
909.0000	Special Events	-	190	(190)
904.0000	PSD Magazine	-	-	-
829.0200	Web Site Maintenance	<u>-</u>	<u>570</u>	<u>(570)</u>
	Sub-total Program Disbursements	<u>40,050</u>	<u>49,992</u>	<u>(9,942)</u>
	Total Disbursements	65,925	74,691	(8,766)
	INCREASE (DECREASE) IN CASH BALANCE	<u>(50,125)</u>	<u>(29,240)</u>	<u>20,885</u>
	ENDING CASH BALANCE	<u>\$ 716,083</u>	<u>\$ 863,720</u>	<u>\$ 147,637</u>

PRINCIPAL SHOPPING DISTRICT
ACTUAL CASH FLOW
FOR THE TEN MONTHS ENDED APRIL 2019

DESCRIPTION	PROJECTED	ACTUAL	VARIANCE
BEGINNING CASH BALANCE	\$ 664,443	\$ 664,443	\$ -
CASH RECEIPTS:			
Gift Certificates In	-	1,600	1,600
Special Assessments	908,180	1,030,562	122,382
Interest Income	5,270	6,886	1,616
Special Event Revenue	<u>173,720</u>	<u>215,595</u>	<u>41,875</u>
Sub-total cash receipts	1,087,170	1,254,643	167,473
CASH DISBURSEMENTS:			
OFFICE DISBURSEMENTS			
PSD Personnel Costs	236,200	255,858	(19,658)
727.0000 Postage	2,000	999	1,001
729.0000 Supplies	2,940	2,095	845
801.0200 Legal	2,500	2,486	14
802.0100 Audit	750	725	25
811.0000 Other Contractual Service	900	900	-
933.0200 Equipment Maintenance	900	723	177
851.0000 Telephone	1,450	905	545
955.0100 Training	830	451	379
955.0300 Memberships & Dues	1,230	1,392	(162)
955.0400 Conferences & Workshops	2,500	1,038	1,462
942.0000 Computer Equipment Rental	15,100	15,130	(30)
957.0400 Liability Insurance	3,750	3,750	-
944.0000 Building Rent	<u>10,000</u>	<u>10,000</u>	<u>-</u>
Sub-total Office Disbursements	281,050	296,452	(15,402)
PROGRAM DISBURSEMENTS			
DPS Downtown Maintenance	125,700	112,347	13,353
Promotion Personnel Costs	38,730	36,517	2,213
255.0001 Gift Certificates Out	-	75	(75)
828.0300 Valet Services	58,500	33,170	25,330
829.0100 Snow Removal	59,000	58,957	43
935.0200 Maintenance PSD	50,400	96,858	(46,458)
901.0000 Printing & Publishing	-	1,140	(1,140)
901.0400 Marketing & Advertising	110,000	181,841	(71,841)
901.0500 Public Relations	8,000	8,358	(358)
903.0000 Tenant Recruitment	83,300	33,108	50,192
909.0000 Special Events	155,000	141,897	13,103
904.0000 PSD Magazine	62,000	52,198	9,802
829.0200 Web Site Maintenance	<u>3,850</u>	<u>2,448</u>	<u>1,402</u>
Sub-total Program Disbursements	<u>754,480</u>	<u>758,914</u>	<u>(4,434)</u>
Total Disbursements	1,035,530	1,055,366	(19,836)
INCREASE (DECREASE) IN CASH BALANCE	<u>51,640</u>	<u>199,277</u>	<u>147,637</u>
ENDING CASH BALANCE	<u>\$ 716,083</u>	<u>\$ 863,720</u>	<u>\$ 147,637</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	664,443	564,112	487,853	440,851	386,095	301,678	193,059	409,005	632,373	892,960	863,720	753,765	664,443
CASH RECEIPTS:													
2017 Assessment	-	27,264	600	-	2,830	-	3,515	50	-	572	13,700	-	48,531
2018 Assessment	-	-	-	-	-	16,366	327,984	303,215	327,515	20,651	-	-	995,731
Special Assessments	-	27,264	600	-	2,830	16,366	331,499	303,265	327,515	21,223	13,700	-	1,044,262
Gift Certificates In	-	-	-	-	-	1,375	225	-	-	-	-	-	-
Interest Income	(85)	1,289	659	580	703	524	284	665	859	1,408	750	630	8,266
Special Event Revenue	17,979	26,476	56,477	30,606	23,192	13,054	11,641	1,160	12,190	22,820	4,120	12,160	231,875
Sub-total cash receipts	17,894	55,029	57,736	31,186	26,725	31,319	343,649	305,090	340,564	45,451	18,570	12,790	1,284,403
CASH DISBURSEMENTS:													
OFFICE DISBURSEMENTS													
PSD Personnel Costs	24,017	36,218	23,694	23,674	22,329	28,981	33,026	21,958	21,176	20,785	21,470	21,470	298,798
Postage	-	-	-	-	-	-	-	999	-	-	400	600	1,999
Supplies	76	63	65	367	190	90	221	326	167	530	280	280	2,655
Legal	59	117	-	422	258	117	692	258	117	446	250	250	2,986
Audit	-	-	675	-	-	50	-	-	-	-	-	-	725
Other Contractual Service	100	100	100	100	100	100	100	200	-	-	90	90	1,080
Equipment Maintenance	-	243	-	-	252	-	-	228	-	-	-	300	1,023
Telephone	101	101	101	101	101	-	203	95	102	-	150	150	1,205
Training	-	-	-	-	269	-	97	85	-	-	80	90	621
Memberships & Dues	-	-	250	-	290	-	605	247	-	-	370	-	1,762
Conferences & Workshops	69	25	-	79	-	-	791	-	24	50	400	100	1,538
Computer Equipment Rental	1,513	1,513	1,513	1,513	1,513	1,513	1,513	1,513	1,513	1,513	1,510	1,550	18,190
Liability Insurance	375	375	375	375	375	375	375	375	375	375	375	375	4,500
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	27,773	27,631	26,677	32,226	38,623	27,284	24,474	24,699	26,375	26,255	349,082
PROGRAM DISBURSEMENTS													
DPS Downtown Maintenance	13,414	17,334	11,984	10,920	8,508	8,189	12,690	12,542	7,682	9,084	7,850	23,570	143,767
Promotion Personnel Costs	2,972	4,554	2,982	3,047	3,047	5,190	4,823	3,293	3,293	3,316	3,520	3,520	43,557
Gift Certificates Out	-	-	-	-	-	-	-	-	75	-	-	-	-
Valet Services	32,597	(12,427)	-	-	-	-	13,000	-	-	-	-	-	33,170
Snow Removal	-	-	-	-	9,417	9,908	9,908	9,908	9,908	9,908	-	-	58,957
Maintenance PSD	1,929	42,148	1,863	6,819	4,421	2,095	15,185	-	14,429	7,969	9,800	9,800	116,458
Printing & Publishing	-	1,140	194	-	-	-	-	-	-	-	-	-	-
Marketing & Advertising	22,526	30,029	34,541	13,666	12,155	26,986	(1,644)	19,956	11,424	12,202	10,000	5,000	196,841
Public Relations	1,500	-	2,500	-	226	132	-	4,000	-	-	1,000	1,000	10,358
Tenant Recruitment	1,383	706	7,902	6,278	3,180	2,456	2,844	906	700	6,753	8,330	8,370	49,808
Special Events	14,294	8,049	14,999	17,581	14,125	52,756	7,902	3,833	7,974	190	37,000	8,000	186,703
PSD Magazine	-	-	-	-	27,886	-	24,312	-	-	-	23,000	-	75,198
Web Site Maintenance	300	-	-	-	1,500	-	60	-	18	570	1,650	-	4,098
Sub-total Program Disbursements	90,915	91,533	76,965	58,311	84,465	107,712	89,080	54,438	55,503	49,992	102,150	59,260	918,915
Total Disbursements	118,225	131,288	104,738	85,942	111,142	139,938	127,703	81,722	79,977	74,691	128,525	85,515	1,267,997
INCREASE (DECREASE) IN CASH BALANCE	(100,331)	(76,259)	(47,002)	(54,756)	(84,417)	(108,619)	215,946	223,368	260,587	(29,240)	(109,955)	(72,725)	16,406
ENDING CASH BALANCE	564,112	487,853	440,851	386,095	301,678	193,059	409,005	632,373	892,960	863,720	753,765	681,040	680,849



The Shopping District

Special Events Committee

May 2019

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

Staff: Tighe, Brook

- 1. No meeting was held in May 2019**
- 2. Birmingham Farmers Market**
 - a. The FM season is off to a great start with 50 vendors and over 3200 attendees for Opening Day on May 5, 2019.
- 3. Movie Nights**
 - a. We are excited about our first Movie Night of the season that scheduled on June 14 – we will be showing Zootopia and have asked the Birmingham Police Department to bring a few vehicles over for kids to explore during the pre-show time.
 - b. MN sponsorships are currently at \$14,850 - up from \$9,100 last year.
- 4. Day on the Town**
 - a. Merchant registration forms for Day on the Town will be available at the end of May.

Upcoming Events

May 5 – October 27 – Birmingham Farmers Market 17th Season

June 14, July 12, August 23 – Movie Nights

July 27 – Day on the Town

August 17 – Birmingham Cruise Event

NEXT MEETING: Friday, June 7, 2019 at 8:30 a.m.

2018-19 Budget: \$200,000

Remaining balance after May vouchers: \$50,243



The Shopping District

Marketing & Advertising Committee Meeting

May 23, 2019

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

Staff: Tighe, Gamboa

1. Welcome and Introductions

PRESENT: Benkert, Kay, Lundberg, Pohlod

ABSENT: Champagne, Eid

ADMINISTRATION: Gamboa, Tighe

GUESTS: none

2. Birmingham Magazine

The committee reviewed bids received for printing, production, mailing and advertising services for the Birmingham Magazine for a two-year period (one issue per year), with an optional renewal for one year. Bids were received from Community Publishing & Marketing, Renaissance Media Solutions and HOUR Media. The committee interviewed representatives from two publishers the BSD has never worked with: Community Publishing & Marketing and Renaissance Media Solutions. All three publishers were scored on the following factors: ability to provide services as outlined; related experience, background and personnel qualifications; quality of materials proposed; overall costs and references. Renaissance Media scored the highest and a recommendation to move forward with them will be presented to the BSD Board at their June meeting.

NEXT MEETING: Thursday June 13, 2019 at 8:30 a.m.

2018-19 Budget: \$150,000

Remaining balance after May vouchers: \$2,377

Magazine 2018-19 Budget: \$85,000

Remaining balance after May vouchers: \$8,485.11



The Shopping District

Maintenance/Capital Improvement Committee

May 14, 2019

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

Staff: Tighe, Jurek, Laird, Wood

1. Flowers and planters:

- a. Flowers and plants were installed in the city May 22-23, 2019.

2. Holiday decorating:

- a. The committee met with Michigan Holiday Lighting to learn about their holiday lighting options. Michigan Holiday Lighting is going to work with one of its vendors, Artistic Designs, to obtain pole design ideas and pricing. The committee wants to focus on North Old Woodward this holiday season.

3. Valet:

- a. BSD considering offering valet parking on North Old Woodward to support Parking Lot 6 construction and assist merchants during busy Mother's Day and spring season.

NEXT MEETING: Tuesday, June 11, 2019 at 8:00 a.m. in City Hall

2018-19 Budget: \$70,000

Remaining balance after May vouchers: \$5,536

Snow removal 2018-19 Budget: \$59,000

Remaining balance after May vouchers: \$42.99



The Shopping District

Business Development Committee Meeting

May 30, 2019

Members: Surnow (Chair), Hockman, Quintal, McKenzie

Staff: Tighe

1. Retention and growth

- a. Tighe presented group with a recap of the merchant meeting held Wednesday, April 17, 2019.
- b. The BSD continues to promote Birmingham Gift Certificates for Mother's Day, Father's Day, and graduate gifts.
- c. Tighe discussed the details she learned about Uber and Lyft incentive programs.

2. Tenant recruitment process

- a. Tighe provided a summary of the ICSC trip.
- b. Committee reviewed updated marketing materials for BD.
- c. Tighe provided a recap on the Broker/Property owner round table May 8, 2019 at Startup Nation.
- d. Committee reviewed pipeline report.

NEXT MEETING: Thursday, June 27, 2019 at 8:30 AM

2018-19 Budget: \$100,000

Remaining after May vouchers: \$55,483

apparel 1		25,000		Wants site plans
Bakery 1				Not responsive
Bookstore 1	Initial Contact			Retailer coming to Bham in June for tour.
Children's apparel 1	Dismissed			not adding stores
children's store 1	Dismissed			
Contemporary men's and women's apparel				Only have overseas real estate department at this time
cosmetics 1		Boutique		Wants site plans
cosmetics 2				Determining contact
cosmetics 3				Jim Bieri toured tenant
Dart bar		Michell' space		Sent site
Denim apparel 1				Determining contact
Designer resale 1		Boutique		wants site plans
Designer resale 2		Boutique		Wants site plans
Electronics 1	Initial Contact	1500-1800		Ingrid met at ICSC NYC - retailer looking at 2020 expansion opportunities. Wants site plans
Electronics 2	Dismissed			
Electronics 3		Boutique		wants site plan
Eyeglass 2	Send sites			New real estate rep, send sites
Furniture 1	Initial Contact	Boutique		wants site plan
Furniture 2				Project announced
Furniture 3				Met with Real Estate Rep/CEO RECON Send Sam site
Furniture 4				Send sites part of QVC
Frniture 5				Spoke to broker- send sites
Furniture 6				Send sites part of QVC
Furniture 7	Dismissed			
Home goods 1				Determining Contact
Ice Cream 1	Initial Contact			wants site plans
Kids enrichment	Dismissed			
Lingerie	Dismissed			No interie in Birmingham
Luxury fashion 1				Determining contact
Luxury fashion 2				Determining contact
Luxury fashion 3				Determining contact
Luxury fashion 4				Determining contact
Luxury fashion accessories 1	Initial Contact			email and telephone follow up
Luxury leather goods				Determining contact
Luxury women's shoes				Determining contact
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	Open		Wants site plans
Men's apparel 3	Initial Contact	3500		wants site plans
Men's apparel 4	Initial Contact			email and telephone follow up, not responsive but will keep trying
Men's apparel 5				Too close to Somerset
Men's shoes 1	In discussions	1500-1800		Wants site plans
Online Activewear				Determining contact

online candy				Sending site
Online Clothing 1				Determining contact
Online Clothing 2				Determining contact
Online cosmetics				Determining contact
Online cosmetics 1				Sending sites
Online cosmetics 2				Determining contact
Online furniture				Spoke to real estate rep and not sure of MI- will keep in touch
Online Dorm room				Determining contact
online goods				Determining contact
Online gown and dress rentail				Determining contact
Online Luggage				determining contact
Online men's clothing 1	Dismissed			
Online men's suits				Determining contact
Online purses				Determining contact
Online shoes 1				Determining contact
Online skincare 1				Determining contact
Online Women's Clothing 1				Determining contact
Online Women's Professional Clothing				Determining contact
Online Women's shoes				Determining contact
Outdoor clothing 1	In discussions		Early 2019	Retailer interested in locating in BSD. Retailer interested in buying building.
Outdoor clothing 2	Dismissed		2019	Met at ICSC. Retailer evaluating information provided and BSD will follow up for follow on meeting.
Shoes 1	Initial Contact			Real estate rep left, need new contact
Tween fashion 1				No expansion
Women's and men's apparel				No intererest in Birmingham
Women's apparel				In touch with broker
Women's apparel				All DC Stores
Women's apparel 1	Initial Contact			Not responsive, but will keep trying
Women's apparel 2	Initial Contact	1500-1800		Wants site plans
Women's apparel 3	Sending sites	2500		Needs 24 feet width. Wants site plans
Women's apparel 4	Dismissed			email and telephone follow up
Women's apparel 5				Determining contact
Women's Apparel 6				Determining contact
Women's apparel 7				Determining contact
Women's apparel and accessories				Determining contact
Women's athletic apparel 1	Dismissed			retailer not interested in expanding in our market at this time.
Women's contemporary apparel				
Women's jewelry 1	LEASE SIGNED		Summer 2019	Lease signed for 123 West Maple (former Art Loft space). Working on build out and aiming to open summer 2019.
Women's jewelry 2	In discussions	1400	2019	Opened first store in MI. Retailer evaluating Bham, Ann Arbor & Detroit as possible locations in 2019. Met at ICSC NYC.
women's men's apparel				Can't expand in Birmingham due to naming issues
		1800-2000		Wants site plans
		Boutique		wants site plans
		Sam Surnow's		wants site plans

		2800		wants site plans. 30' frontage, co-tenancy Hugo Boss, Bonobos, Sephora, Tory Burch, Sandro, Theory
		Boutique		wants site plans

SCHEDULED TO OPEN/MOVED/CLOSED IN LAST 12 MONTHS

JUNE 2019

Office Occupancy Rate 88%

Retail Occupancy Rate 96%

Name of Business	Property Address	Street Name	Notes	Date of notification	Scheduled to Open/Moved/Closed/Opened in last 12 months
ABC Vintage	154	Maple Road, West	Apparel	5/24/2019	Scheduled to open
Splitz-n-Blitz	230	Merrill Street, East	Food Specialties	5/16/2019	Scheduled to open
fab'rik	123	Maple Road, West	Womens Apparel	4/25/2019	Scheduled to open
The Morrie	260	Old Woodward, North	Restaurant	4/1/2019	Scheduled to open
Hans Power & Water	239	Pierce Street	Water appliance	4/1/2019	Scheduled to open
Seven Daughters	163	Maple Road, West	Coffee roaster	4/1/2019	Scheduled to open
Essential Nails	282	Maple Road, West	Salon/Spa	4/1/2019	Scheduled to open
Pernoi	310	Maple Road, East	Restaurant	2/26/2019	Scheduled to open
DiMaggio Fine Art & Jewelry	175	Maple Road, West	Jeweler	3/8/2019	Scheduled to open
R. Collective	383	Hamilton Row	Salon/Spa	2/5/2019	Scheduled to open
Nalu	887	Maple Road, East	Salon/Spa	12/21/2018	Scheduled to open
PRS Wireless	222	Merrill Street, East	Wholesale	12/21/2018	Scheduled to open
Luxury Bridal Rack	700	Old Woodward, North	Bridal	11/12/2018	Scheduled to open
ecoATM	685	Maple Road, East	Cash for old electronics	8/10/2018	Scheduled to open
Moosejaw	284	Maple Road, West	bikes	4/19/2019	Opened
willow and fernn	528	Old Woodward, North	Womens Apparel	3/15/2019	Opened
Petite Cabane	205	Maple Road, East	Childrens Apparel	3/15/2019	Opened
Verizon	135	Old Woodward, South		4/13/2018	Opened
110 Couture	110	Old Woodward, South	Womens Apparel	12/1/2018	Opened
Hazel Ravines & Downtown	34977	Woodward Avenue	Dining	11/5/2018	Opened
Untied on Woodward	223	Old Woodward, South	Mens Apparel	11/5/2018	Opened

SCHEDULED TO OPEN/MOVED/CLOSED IN LAST 12 MONTHS

JUNE 2019

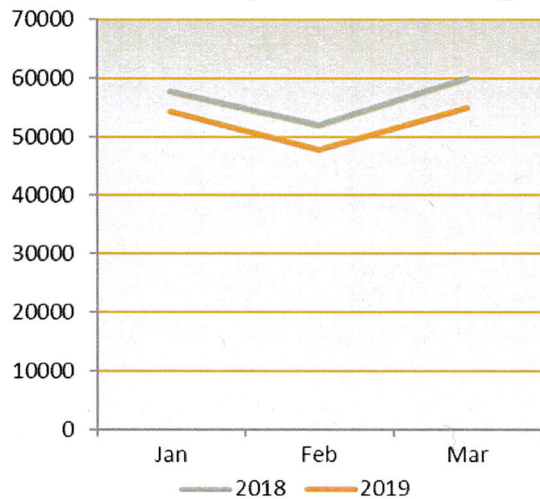
Office Occupancy Rate 88%

Retail Occupancy Rate 96%

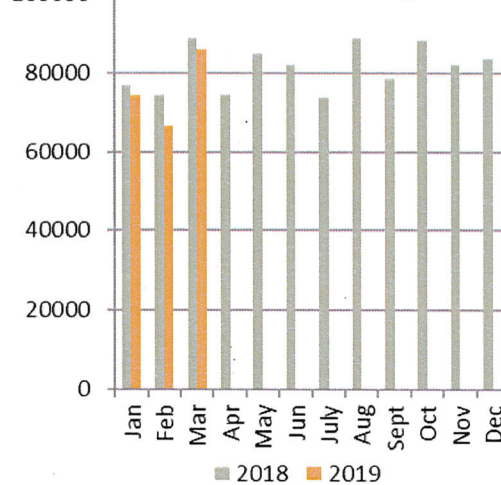
Name of Business	Property Address	Street Name	Notes	Date of notification	Scheduled to Open/Moved/Closed/Opened in last 12 months
Kybun Joya Shoes	286	Maple Road, West	Shoes	11/2/2018	Opened
Anna Castaldi	245	Maple Road, West	Apparel & Accessories - Women	10/15/2018	Opened
Tomatoes Apizza	34200	Woodward 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

City of Birmingham Parking Utilization Dashboard – April 2019

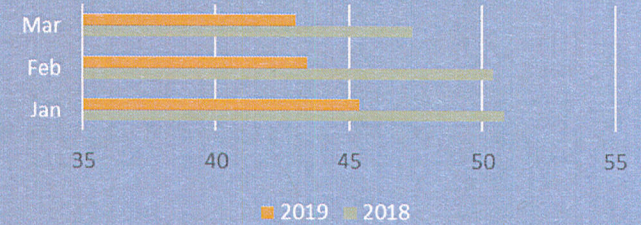
Monthly Permit Parking



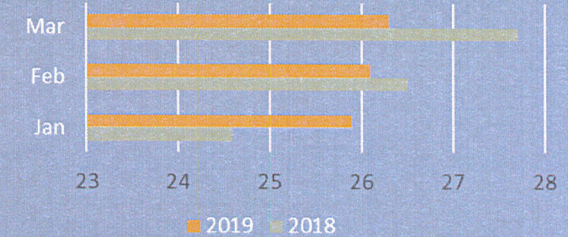
Transient Parking



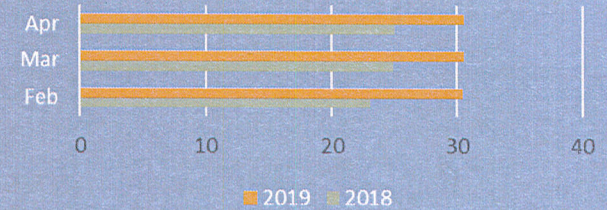
Coin



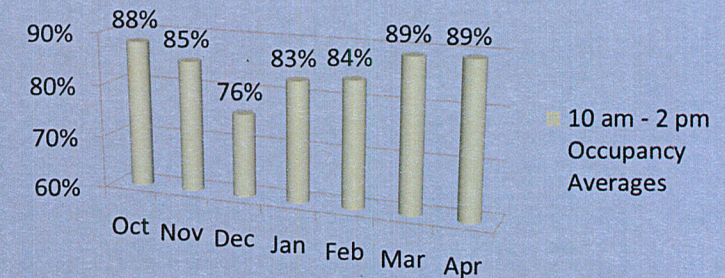
Credit



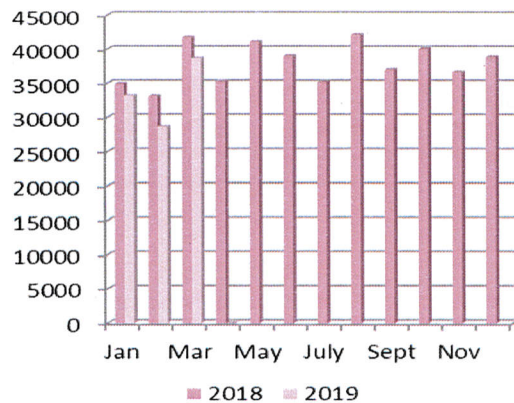
ParkMobile



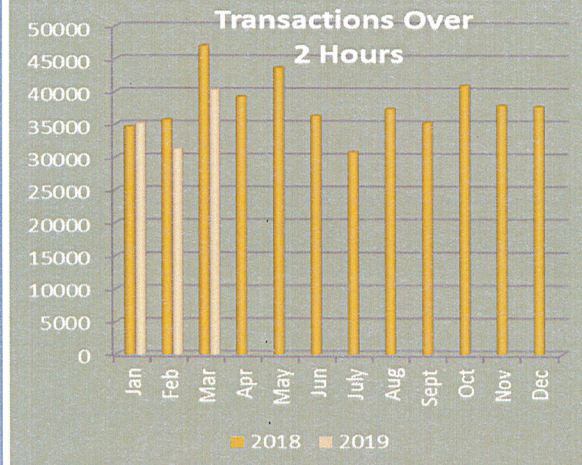
10 am - 2 pm Parking Garage Occupancy Average



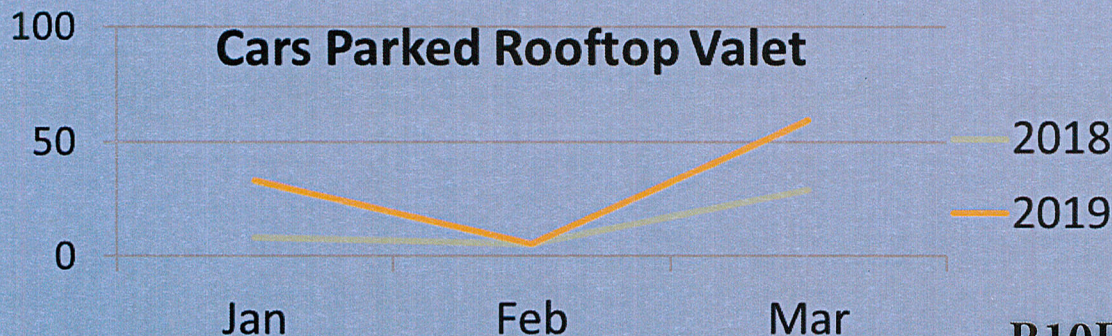
Transactions Under 2 Hours



Transactions Over 2 Hours



Cars Parked Rooftop Valet



R10E2

MONTHLY PARKING PERMIT REPORT

For the month of: March 2019

Date Compiled: April 18, 2019

	Pierce	Park	Peabody	N.Old Wood	Chester	Lot #6/\$210	Lot #6/\$150	South Side	Lot B	35001 Woodward	Lot 12	Total
1. Total Spaces	706	811	437	745	880	174	79	8	40	40	150	4070
2. Daily Spaces	370	348	224	359	425	N/A	N/A	N/A	N/A	N/A	N/A	1726
3. Monthly Spaces	336	463	213	386	560	174	79	8	30	40	180	2469
4. Monthly Permits Authorized	550	750	400	800	1140	150	40	8	30	50	225	4143
5. Permits - end of previous month	550	750	400	800	1140	150	40	8	30	50	175	4093
6. Permits - end of month	550	750	400	800	1140	150	40	8	16	50	181	4085
7. Permits - available at end of month	0	0	0	0	0	0	0	0	0	0	0	0
8. Permits issued in month includes permits effective 1st of month	3	1	1	3	4	0	0	0	0	0	0	12
9. Permits given up in month	3	1	1	3	4	0	0	0	0	0	0	12
10. Net Change	0	0	0	0	0	0	0	0	0	0	0	0
11. On List - end of month*	1159	1067	1099	1430	1038	0	0	0	0	0	0	5793
**On List-Unique Individuals												3594
12. Added to list in month	26	26	17	21	24	0	0	0	0	0	0	114
13. Withdrawn from list in month (w/o permit)	0	0	0	0	0	0	0	0	0	0	0	0
14. Average # of weeks on list for permits issued in month	143	82	141	126	57	0	0	0	0	0	0	109.3
15. Transient parker occupied	209	103	151	98	115	N/A	N/A	N/A	N/A	N/A	N/A	676
16. Monthly parker occupied	442	698	276	608	683	N/A	N/A	N/A	N/A	N/A	N/A	2707
17. Total parker occupied	651	801	427	706	798	N/A	N/A	N/A	N/A	N/A	N/A	3383
18. Total spaces available at 1pm on Wednesday 3/20	55	10	10	39	82	N/A	N/A	N/A	N/A	N/A	N/A	196
19. "All Day" parkers paying 5 hrs. or more												
A: Weekday average.	255	242	119	123	93	N/A	N/A	N/A	N/A	N/A	N/A	832
B: **Maximum day	N/A*	N/A*	N/A*	N/A*	N/A*	N/A	N/A	N/A	N/A	N/A	N/A	0
20. Utilization by long term parkers	N/A*	N/A*	N/A*	N/A*	N/A*	N/A	N/A	N/A	N/A	N/A	N/A	#DIV/0!

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

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

* Average Maximum day not available currently in Skidata

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

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

March 2018

GARAGE	TOTAL CARS	FREE CARS	CASH REVENUE	% FREE
PEABODY	18,434	10,548	\$35,594.00	57%
PARK	19,869	8,124	\$56,626.00	41%
CHESTER	7,169	2,337	\$56,405.00	33%
WOODWARD	13,935	7,132	\$33,528.00	51%
PIERCE	29,376	13,615	\$76,904.00	46%
TOTALS	88,783	41,756	\$259,057.00	47%

March 2019

GARAGE	TOTAL CARS	FREE CARS	CASH REVENUE	% FREE
PEABODY	19,002	10,636	\$ 39,771.00	56%
PARK	21,715	7,715	\$ 68,219.00	36%
CHESTER	6,024	2,247	\$ 49,325.00	37%
WOODWARD	13,313	6,677	\$ 35,832.00	50%
PIERCE	25,973	11,393	\$ 76,242.00	44%
TOTALS	86,027	38,668	\$ 269,389.00	45%

BREAKDOWN:	TOTAL CARS	-3%
	FREE CARS	-7%
	CASH REVENUE	+4%

Structure Occupancy at 1pm Tuesday-Thursday

Available Spaces

MARCH 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 Chester-127 N.O.W.-78 Park-15 Peabody-32 Pierce-92	6 Chester-120 N.O.W.-65 Park-10 Peabody-2 Pierce-6	7 Chester-151 N.O.W.-42 Park-7 Peabody-5 Pierce-35	8	9
10	11	12 Chester-107 N.O.W.-84 Park-4 Peabody-22 Pierce-48	13 Chester-82 N.O.W.-39 Park-10 Peabody-10 Pierce-55	14 Chester-171 N.O.W.-47 Park-11 Peabody-8 Pierce-84	15	16
17	18	19 Chester-145 N.O.W.-84 Park-14 Peabody-34 Pierce-78	20 Chester-150 N.O.W.-50 Park-14 Peabody-20 Pierce-77	21 Chester-118 N.O.W.-73 Park-15 Peabody-34 Pierce-89	22	23
24	25	26 Chester-149 N.O.W.-118 Park-19 Peabody-152 Pierce-101	27 Chester-124 N.O.W.-52 Park-10 Peabody-16 Pierce-83	28 Chester-154 N.O.W.-41 Park-15 Peabody-25 Pierce-107	29	30
31		Notes:				

Pierce Structure

MARCH 2019

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

Park Street Structure

MARCH 2019

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

N.O.W. Structure

MARCH 2019

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

Chester Structure

MARCH 2019

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

Peabody Structure

MARCH 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
10	11	12	13	14 Full:12:00p Open:12:30p	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31		Notes:				

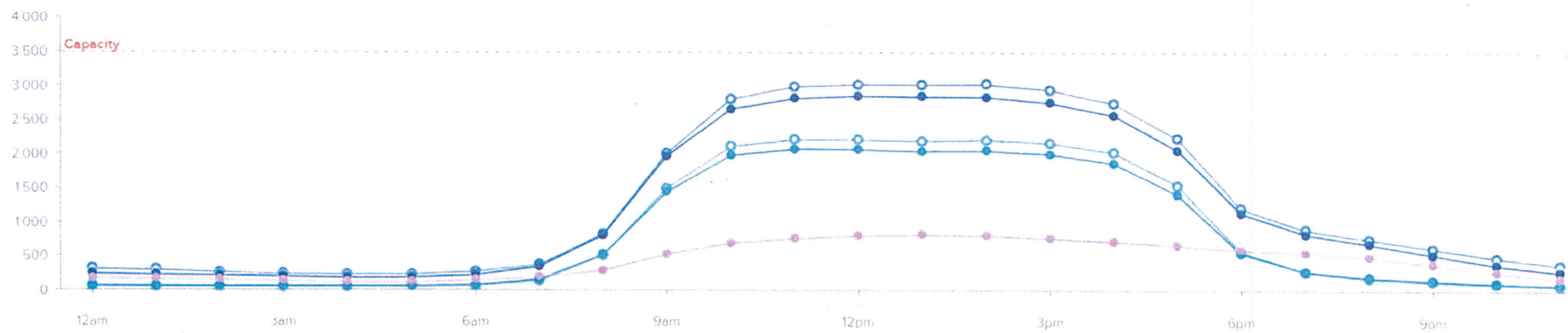
Occupancy

Show **Daily Average Occupancy** for **Monday - Friday** for **Apr 1, 2019 - Apr 30, 2019** broken down by **User Type**

☒ Compare to Last Year

Occupancy [Graph](#)

■ Total ■ Contract ■ Transient



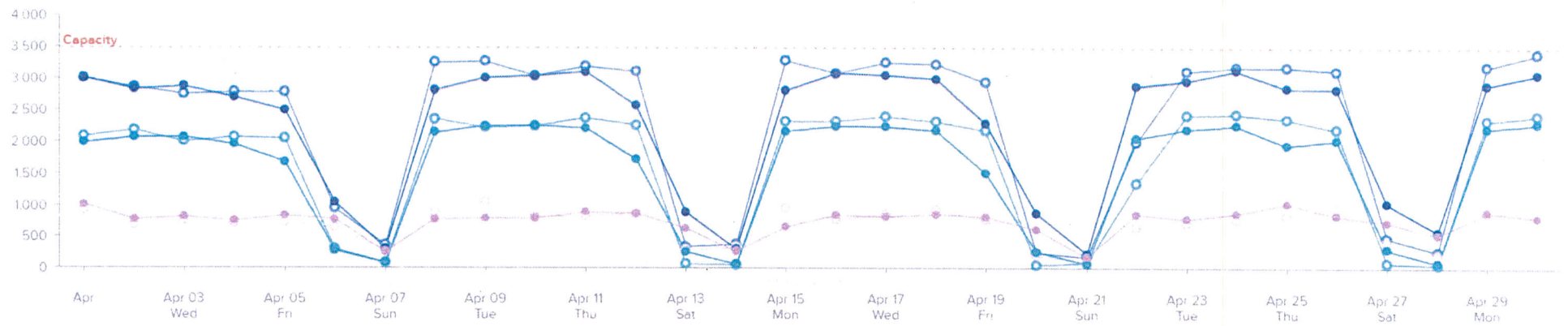
Occupancy

Show **Occupancy** by **Daily Peak** for **Apr 1, 2019 - Apr 30, 2019** broken down by **User Type**

☒ Compare to Last Year

Occupancy  Graph

■ Total ■ Contract ■ Transient



Birmingham Principal Shopping District Board

Voucher List For: 06/06/2019

Early Rele Vendor	Description	Account	Amount
ART/DESIGN GROUP LTD	ARTWORK FOR MOVIE NIGHTS, FARMERS MARKET AND GENERAL	MARKETING & ADVERTISING	6,181.75
ARTECH PRINTING INC	CORINNE'S BUSINESS CARDS	OPERATING SUPPLIES	88.00
BEIER HOWLETT P.C.	LEGAL FEES	OTHER LEGAL	29.33
BIRMINGHAM BLOOMFIELD CHAMBER	SPONSORSHIP FOR SEVERAL EVENTS	PUBLIC RELATIONS	2,000.00
BLOOMFIELD HILLS SCHOOLS	TRAVELING FARM AT CORN FESTIVAL 8/11/19	SPECIAL EVENTS	700.00
BS&A SOFTWARE, INC	TRAINING FOR INGRID	TRAINING	410.00
C & G PUBLISHING INC.	FARMERS MARKET ADVERTISING	SPECIAL EVENTS	477.40
CC CONSULTING LLC	JUNE MONTHLY RETAINER FOR RETAIL SERVICES	TENANT RECRUITMENT	2,083.33
CONCOURS D'ELEGANCE OF AMERICA	ADVERTISING FOR THE CRUISE	SPECIAL EVENTS	500.00
COSTAR REALTY INFORMATION, INC	ON LINE TENANT RECRUITMENT	TENANT RECRUITMENT	680.00
CRAIN'S DETROIT	ANNUAL MEMBERSHIP	MEMBERSHIP & DUES	79.00
CRITERION PICTURES	JULY MOVIE RENTAL	SPECIAL EVENTS	375.00
DETROIT JEWISH NEWS	FARMERS MARKET ADVERTISING	SPECIAL EVENTS	400.00
DORNBOS SIGN & SAFETY INC	3 NEW POSTS FOR FARMERS MARKET SIGN	SPECIAL EVENTS	281.00
DOWNTOWN PUBLICATIONS INC	GENERAL AND BFM ADVERTISING	MARKETING & ADVERTISING	656.00
EDWARD MORYKWA	PHOTOGRAPHY SERVICES	SPECIAL EVENTS	200.00
ENTERCOM COMMUNICATIONS CORP	GENERAL ADVERTISING	MARKETING & ADVERTISING	1,200.00
ETHNIC ARTWORK	FARMERS MARKET T-SHIRTS	SPECIAL EVENTS	253.00
EVEREVE	GIFT CERTIFICATE	GIFT CERTIFICATES	25.00
GACO SOURCING	FARMERS MARKET TOTE BAGS	SPECIAL EVENTS	1,516.40
GREAT OUTDOOR MOVIES	DEPOSIT FOR AUDIO VISUAL SERVICES FOR AUGUST MOVIE NIGHT 8/23	SPECIAL EVENTS	3,050.00
HOOR MEDIA LLC	SPRING/SUMMER MAGAZINE	PRINTING PSD MAGAZINE	26,836.89
ICSC	FULL PAGE AD	TENANT RECRUITMENT	4,500.00
JOHN HARTWIG	PERFORMANCE AT BFM 06/16/19	SPECIAL EVENTS	100.00
LOGICAL SOLUTIONS ENTERPRISE INC	SUMMER CARD EVENTS/VALET	MARKETING & ADVERTISING	399.00
MOMMY NETWORK OF MICHIGAN	MOVIE NIGHT ADVERTISING	MARKETING & ADVERTISING	1,012.50

Birmingham Principal Shopping District Board

Voucher List For: 06/06/2019

Early Rele Vendor	Description	Account	Amount
OFFICE DEPOT INC	MISC OFFICE SUPPLIES	OPERATING SUPPLIES	478.53
PAIGE LEVENTIS	JUNE SOCIAL MEDIA SERVICES PAYMENT 2 OF 2	MARKETING & ADVERTISING	2,483.00
SARALEE GORDON	FARMERS MARKET LOGO REFRESH	MARKETING & ADVERTISING	250.00
SIGNS-N-DESIGNS INC	BANNERS FOR BFM	SPECIAL EVENTS	1,525.00
SP+ CORPORATION	EMPLOYEE PARKING JUNE	OTHER CONTRACTUAL SERVICE	300.00
TRIPLE NICKEL	BONUS BUCKS	MARKETING & ADVERTISING	400.00
VERIZON WIRELESS	INGRID AND JAIMI CELL PHONES	TELEPHONE	101.24
WHISKEY ENTERTAINMENT LLC	BFM PERFORMANCE 6/30	SPECIAL EVENTS	275.00
WORRY FREE INC	REMOVAL OF PINE TREES FROM PLANTERS	MAINTENANCE SHOPPING DIST	420.00
* INGRID TIGHE	BUSINESS LUNCH	TENANT RECRUITMENT	269.07
* INGRID TIGHE	TRAVEL EXPENSES FOR ICSC RECON 5/19-5/22	TENANT RECRUITMENT	1,411.97
* INGRID TIGHE	MILEAGE FOR BS&A BUDGET TRAINING	TRAINING	201.84
* INGRID TIGHE	LUNCH MEETING	TENANT RECRUITMENT	90.26
Total:			\$ 62,239.51
			=====

Journal Entries

Great American Business Products – Paw Pal Bags	\$ 237.50
Postage Nov-April	1,478.59
ACT! Database software for BSD	1,620.00
DTE – Electricity at BFM	49.35
ICSC – Ingrid Conference July 17-18	200.00
Petty Cash – Miscellaneous	101.66
Total Journal Entries	<u>\$ 3,687.10</u>
TOTAL VOUCHERS AND JOURNAL ENTRIES	<u>\$ 65,926.61</u>
	=====

Birmingham Principal Shopping District Board**Voucher List For:** 06/06/2019

Early Rele Vendor	Description	Account	Amount
-------------------	-------------	---------	--------

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

Board Chair _____

Date _____



MEMORANDUM

DATE: June 6, 2019

TO: Birmingham Shopping District Board

FROM: Ingrid Tighe, Executive Director

SUBJECT: 8A Renaissance Media Agreement for Birmingham Magazine

The BSD Marketing Committee reviewed submissions from the recent RFP for the Birmingham Magazine and is recommending approval of the proposal from Renaissance Media. The BSD received three bids from HOUR Media, Renaissance Media Solutions, and Community Publishing and Marketing. The contract is for two years, printing one large magazine each holiday season. The production of the magazine, plus direct mail distribution, will cost approximately \$40,000. The previous contract with HOUR Magazine cost the BSD approximately \$75,000 - \$80,000 per year for both production of three, smaller magazines and hand-delivery of the publication to homes.

Suggested Action:

To approve the agreement with Renaissance Media for the production and distribution of the Birmingham Magazine in 2019 and 2020, conditional upon receipt of signatures.

ATTACHMENT A - AGREEMENT
For BIRMINGHAM MAGAZINE

THIS AGREEMENT, made this ____ day of _____, 2019, by and between the **BIRMINGHAM PRINCIPAL SHOPPING DISTRICT**, having its principal office at 151 Martin, Birmingham, MI (hereinafter sometimes called "BSD"), and Renaissance Media Solutions whose address 29200 Northwestern Hwy., Suite 110 (hereinafter sometimes called "Publisher"), provides as follows: Southfield, MI 48034

WITNESSETH:

WHEREAS, the City of Birmingham ("City"), through the BSD, desires to have printing and advertising services performed on its behalf consisting of the sale, production, billing and collection of all advertising to be used in two (2) BSD publications published in the fall of 2019 and fall of 2020, with a BSD option for one additional issue in the fall of 2021.

WHEREAS, the BSD prepared and submitted a request for sealed proposals entitled "Request for Proposals for Birmingham Magazine" ("RFP"), which includes certain instructions to bidders, specifications and terms and conditions.

WHEREAS, the Publisher desires to perform these services for the BSD, 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 Publisher has made a bid dated 5/17, 2019 ("Bid"), to provide these printing and advertising services in accordance with the RFP, which bid has been accepted by the BSD.

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

1. It is mutually agreed by and between the parties that the documents consisting of the RFP and the Bid shall be incorporated herein by reference, and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of these documents are in conflict with this Agreement, the terms of this Agreement shall take precedence, then the RFP, then the Bid.
2. The Publisher agrees to perform its obligations in accordance with the specifications and terms and conditions contained in Contract Documents upon the execution of this Agreement, which Agreement shall terminate upon completion of two (2) BSD publications published in the fall of 2019 and fall of 2020. The BSD may opt to extend the Agreement for one (1) year in the fall of 2021. Such option may be exercised by the BSD Executive Director on behalf of the BSD, without further BSD Board action. Notwithstanding anything to the

contrary, the BSD may cancel this Agreement upon ninety (90) days advance written notice.

3. The Publisher shall produce and print two (2) Birmingham magazine publications. In doing so, the Publisher shall sell, produce, bill and collect all advertising to be used in the two (2) BSD publications, and circulate and distribute the publications in accordance with the terms of this Agreement. The BSD shall review, consult with and advise the Publisher and approve all finished BSD products prior to publishing. The publications shall consist of two (2) magazines published the fall of 2019 and fall of 2020 with a BSD option for one additional magazine in the fall of 2021.
4. The Publisher will print all publications pursuant to this Agreement according to the following specifications:
 - 80 lb Enamel cover with 70 lb Gloss inside pages or similar acceptable substitute, approved by the BSD.
 - Minimum 8" x 10" size.
 - Four color throughout.
5. Publisher will report and write all articles and provide professional copy editing and proof reading. The BSD will remain actively involved in setting the editorial strategy for the publication, with the Publisher handling the tactical execution of the editorial. Publisher will assist with the development of story ideas and maintain the editorial calendar jointly with the BSD. The Publisher shall develop the art concepts to reinforce the editorial message, commission art work/photography/illustrations, including the cover image, graphic design and page layout. Each publication will consist of not less than 35% editorial content and not more than 65% advertising. Each publication will be provided to the BSD for review and approval prior to printing with the approval steps and timing being set on a mutually agreeable production schedule, which will be developed and maintained by the Publisher. The approval stages will consist of at least one text approval, one "dummy" print showing all page layouts, at least one laser print of editorial pages for BSD text approval, and at least one color "iris" proof on above editorial pages for BSD color approval. Publisher shall be responsible for all proofing changes up to the point at which each issue of the Birmingham Magazine is turned over to the printer. Thereafter, should the BSD request further changes, those changes shall be charged to the BSD at \$_____ per hour plus the cost of materials.
6. The prices for advertising in the publications shall be no more than the amounts listed below for the term of this Agreement:

Cover Pages:	\$_____
Full Page:	\$_____
Half Page:	\$_____
Quarter Page:	\$_____

The Publisher shall assist the advertisers with the creation and production of their advertisements at Publisher's standard rates. A 15% discount will apply to the first ad for first-time advertisers. The BSD will receive two full-page ads in each issue as part of the proposed cost. If the BSD elects to place more than two full pages of advertisements in the Magazines, the BSD shall pay a rate of 50% of the BSD advertising rate. Non-BSD, Birmingham businesses may advertise in the publication at a 25% premium charge and provided that no BSD advertisers are excluded.

7. The Publisher shall circulate not less than 45,000 copies, as follows:
 - a. Deliver approximately 40,700 by mail or other means acceptable to BSD in mutually agreeable zip codes. Mailing rates shall be structured for the following options:
 - b. Placed in poly bags and hung on door handles \$_____
 - c. Every Door Direct Mail
\$_____ Direct Mail
\$_____
 - d. Targeted Direct Mail (price per 1,000 for targeting specific geographic areas based upon income level). \$_____
 - e. Direct mail to Birmingham Merchants, Commissioners, BSD Board, Magazine only lists and multi-family households in the 48009 zip code.
 - f. By hand delivery of 1,200 bulk copies to area hotels.
 - g. By hand delivery of 400 bulk copies to the BSD office.

The BSD reserves the right to increase circulation slightly, to accommodate special projects. Additional production and circulation costs will be agreed upon by the BSD and Publisher in advance of such projects.

8. The BSD reserves the right to set special rates for BSD businesses under special circumstances, including but not limited to:

Multiple insertions.

Package advertising in coordination with other BSD-sponsored advertising campaigns such as broadcast or other print.

Other special promotions.

The special rates will be agreed upon by the Publisher and BSD prior to implementation.

9. As part of the Agreement, the Publisher shall provide a sales support team to solicit advertising from merchants, and to support advertisers. The Publisher shall work closely with the BSD on matters related to sales and support.

10. The BSD shall pay a per-issue fee to cover the costs for printing and production charges, editorial content (see #5 on page 13), mailing and insertion charges. The publisher shall provide a detailed invoice, breaking down the aforementioned costs. The fee shall be dependent upon the number of pages in the publication. Pre-determined minimum page lengths will be as follows:

<u>Issue</u>	<u>Minimum Page Size</u>	<u>Fee</u>
Annual Issue:	minimum 96 pages	\$ _____

Page counts shall increase if additional advertisers are secured. If the BSD elects to increase page counts independent of advertisers, the BSD shall pay a fee for the additional pages at a rate equivalent to ½ the published advertising full-page BSD rate.

11. The BSD shall be permitted to post *Birmingham Magazine* on the BSD's website. The publisher shall provide a digital copy of the magazine at no additional charge.
12. Publisher will also produce one (1) two and half minute video segment (similar to that found on SEEN's website highlighting Detroit Homes) that features an agreed upon BSD story.
13. The Publisher agrees that it will apply for and secure all permits and approvals as may be required from the BSD 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.
14. The Publisher shall employ personnel of good moral character and fitness in performing all services under this Agreement.
15. The Publisher and the BSD agree that the Publisher is acting as an independent contractor with respect to the Publisher'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 Publisher nor its employees shall be construed as employees of the BSD or the City of Birmingham. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the BSD nor the Publisher 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 Publisher shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the BSD or the City of Birmingham, or be deemed an employee of the BSD or the City of Birmingham for purposes of federal or state withholding taxes,

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

16. The Publisher 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 Publisher recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the BSD and the City of Birmingham. Therefore, the Publisher agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Publisher 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 Publisher further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.
17. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Publisher 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.
18. 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.
19. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Publisher without the prior written consent of the BSD. Any attempt at assignment without prior written consent shall be void and of no effect.
20. Publisher 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 Publisher shall inform the BSD of all claims or suits asserted against it by the Publisher's employees who work pursuant to this Agreement. The Publisher shall provide the BSD with periodic status reports concerning all such claims or suits, at intervals established by the BSD.
21. Publisher shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the BSD.

- A. Workers' Compensation Insurance: Publisher 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: Publisher 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 Publisher 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 BSD and the City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Publisher will provide service that are customarily subject to this type of coverage.
- F. 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.

- G. Proof of Insurance Coverage: Publisher 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.
- H. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Publisher 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 Publisher 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.

22. To the fullest extent permitted by law, Publisher and any entity or person for whom Publisher 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 BSD, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham and the BSD against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Birmingham and the BSD, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham and the BSD, by reason of personal injury, 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 BSD.

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

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

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

25. Should Publisher's performance under the contract be deficient or contrary to the terms of this Agreement, the BSD 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.

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

ATTACHMENT B - BIDDER'S AGREEMENT
For BIRMINGHAM MAGAZINE

In submitting this proposal, as herein described, the Publisher 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.

Andrea Gusho

5/17/2019

BID PREPARED BY
(Print Name)

DATE

Operations Manager

5/17/2019

TITLE

DATE

AUTHORIZED SIGNATURE

agusho@renmedia.us

E-MAIL ADDRESS

Renaissance Media Solutions

COMPANY

29200 Northwestern Hwy. Suite 110 Southfield MI 48034

248-351-5150

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

ATTACHMENT C - COST PROPOSAL
For BIRMINGHAM MAGAZINE

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

Magazine Advertising Rates. The prices for advertising in the BSD publications shall be no more than the following amounts, for the term of this Agreement:

Cover Pages:	\$ 1,600
Full Page:	\$ 1,250
Half Page:	\$ 750
Quarter Page:	\$ 500

BSD Fees. The BSD shall pay a per-issue fee to cover the costs for printing and production charges, editorial content (see #5 on page 13), mailing and insertion charges. The publisher shall provide a detailed invoice, breaking down the aforementioned costs. The fee shall be dependent upon the number of pages in the publication. Pre-determined minimum page lengths will be as follows:

<u>Issue</u>	<u>Minimum Page Size</u>	<u>Fee</u>
Annual Issue:	minimum 96 pages	\$ 20,325 plus distribution

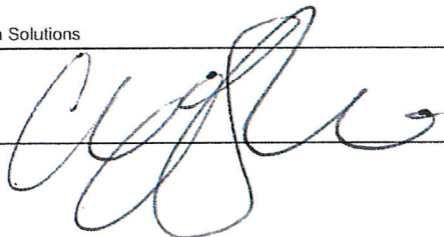
Circulation Fees. The Publisher shall circulate not less than 45,000 copies, as follows:

- Deliver approximately 40,700 by mail or other means acceptable to BSD in mutually agreeable zip codes. Mailing rates shall be structured for the following options:
 - Placed in poly bags and hung on door handles \$ 15,170
 - Every Door Direct Mail \$ 14,500
 - Direct Mail \$ 14,504
 - Targeted Direct Mail (price per 1,000 for targeting specific geographic areas based upon income level). \$ 14,596
- Direct mail to Birmingham Merchants, Commissioners, BSD Board, Magazine only lists and multi-family households in the 48009 zip code.
- By hand delivery of 1,200 bulk copies to area hotels.
- By hand delivery of 400 bulk copies to the BSD office.

Additional Changes Fee. Should the BSD request further changes after the magazine has been turned over to the printer (see #5 on page 13), those changes shall be charged to the BSD at \$ 50 per hour plus the cost of materials.

Firm Name Renaissance Media Solutions

Authorized signature



Date 5/17/2019

ATTACHMENT D

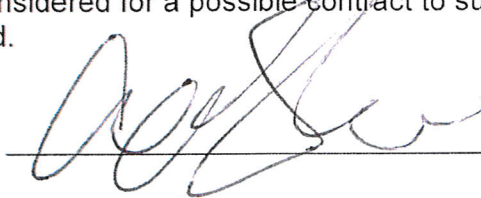
VENDOR CERTIFICATION THAT IT IS NOT AN "IRAN LINKED BUSINESS"

Pursuant to Michigan law, (*the Iran Economic Sanctions Act, 2013 PA 517, MCL 129.311 et seq.*), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS," as defined by law.

Vendor	
Legal Name	Renaissance Media Solutions LLC
Street Address	29200 Northwestern Hwy Suite 110
City	Southfield
State, Zip	MI, 48034
Corporate I.D. Number / State	801389016
Taxpayer I.D. #	20-5891804

The undersigned, with 1) full knowledge of all of Vendor's business activities, 2) full knowledge of the requirements and possible penalties under the law (MCL 129.311 et seq.) and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the County of Oakland.

Signature of Vendor's
Authorized Agent:



Printed Name of Vendor's
Authorized Agent:

Andrea Gusho

Witness Signature:



Printed Name of Witness:

Keith Farber



MEMORANDUM

DATE: June 6, 2019

TO: Birmingham Shopping District Board

FROM: Ingrid Tighe, Executive Director

SUBJECT: 8B WXYZ Agreement for Cruise Event

WXYZ Channel 7 will be returning to the Birmingham Cruise to broadcast live from Haynes and Woodward Avenue. The broadcast is syndicated in markets nationwide. In return for the space, Channel 7 provides free production and airtime for BSD commercials that air in the summer and over the holidays. This is the third year of a three-year agreement that started in 2017 and continues through 2019. Either party has the right to terminate the agreement with written notice.

Suggested Action:

To approve the agreement with WXYZ Channel 7 for the Birmingham Cruise Event, conditional upon receipt of signatures and insurance.

SPONSORSHIP AGREEMENT

This Agreement, made this _____ day of _____, 2019 by and between the Downtown Birmingham Principal Shopping District, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter referred to as "PSD"), and WXYZ-TV, having its principal office at 20777 West 10 Mile Road, Southfield, MI 48075 (hereinafter referred to as "SPONSOR"), provides as follows:

WHEREAS, the PSD is hosting the 2019 Birmingham Cruise Event to be held on Saturday, August 17, 2019, hereinafter referred to as "Event". For purposes of this Agreement, the terms CITY or City shall refer to the City of Birmingham, and

WHEREAS, SPONSOR desires to be a sponsor of this Birmingham Event, which it will do in accordance with its best and most efficient methods and highest standards that it has evolved from its experience and which the PSD desires to be conducted in a professional and advantageous fashion, under the terms and conditions hereinafter stated.

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

- 1. EVENT.** "Event" shall refer to the activities provided by the SPONSOR in accordance with this Agreement. In accordance with the City's permitted use to the PSD, SPONSOR hereby agrees to coordinate activities related to the Event which shall commence at 8:00 a.m. on Saturday, August 17, 2019, and which shall conclude at 7:00 p.m. on the same day. SPONSOR may commence set up for the Event no earlier than 1:00 p.m. on Wednesday, August 14, 2019 for the portion of the Designated Location located on Haynes Street. For the remaining portions of the Designated Location, SPONSOR may commence set up no earlier than 8:00 a.m. on Friday, August 16, 2019. SPONSOR shall coordinate all set-up activities with the PSD and the City so as to minimize the impact on nearby businesses. All vehicles, staging, displays, tents, promotional materials and other items shall be removed from the Designated Location as soon as possible, but in no event later than 12:00 p.m. on Sunday, August 20, 2019. All public streets must be cleared immediately following the Event.
- 2. COMPENSATION.** For the 2019 Event, SPONSOR agrees that it will provide to the PSD the following compensation upon the signing of this Agreement for the right to use the Designated Location and to conduct activities in accordance with the terms of this Agreement:
 - A. SPONSOR will provide the following media support to the Birmingham Principal Shopping District:
 - I. Additional mentions about Birmingham for two weeks prior to and during the Dream Cruise.
 - II. Birmingham events throughout the year featured in the Around Town segment and on WXYZ.com website.

- III. Airtime for up to thirty (30) 30 second spots, produced by the Birmingham PSD or WXYZ, available to be used anytime between January and September, with approval from WXYZ.
- IV. Production of up to (2) two 30-second spots for the PSD's use on WXYZ, online or other broadcast outlets.
- V. Advertising presence on WXYZ.com during summer event season from May through September.

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

- A. SPONSOR is permitted to use the Designated Location for an informational display, subject to meeting all City regulations. This exhibit may include the following elements:
 - I. SPONSOR broadcast display area. The location may be used for live broadcasts on the Friday before the EVENT, August 16, 2019, and on the day of the EVENT, Saturday, August 17, 2019 between the hours of 12:00 p.m. and 7:00 p.m., subject to compliance with all applicable City Ordinances and regulations;
 - II. SPONSOR is permitted to display SPONSOR's logo banners within Designated Area, subject to meeting city regulations.
 - III. SPONSOR is permitted to display one (1) banner, promoting the Event and its display, on an adjacent building, subject to obtaining written permission from the property owner(s) to do so and subject to meeting all state and city regulations.
 - IV. SPONSOR shall have the ability to sell SPONSOR wearables within the designated location subject to obtaining, at its sole expense, the required City of Birmingham permits.
 - V. Other similar display elements as agreed upon, in writing, by the parties.

B. OTHER SPONSORSHIP TERMS

- I. SPONSOR agrees that all shows, displays, and performances for the Event will be open venues at no charge to the public, except for the area(s) clearly designated as “VIP” areas on the site plan provided to the PSD pursuant to Section 3(C)(I)(a) of this Agreement.
- II. SPONSOR shall have its logo on the back of Birmingham Cruise Event volunteer t-shirts. SPONSOR must provide an electronic version of the logo artwork upon the signing of this Agreement.
- III. SPONSOR will have its logo and a link from the Birmingham Cruise Event web page (currently www.birminghamcruiseevent.com) to its corporate website. Link to be provided by SPONSOR.
- IV. SPONSOR shall obtain, at its sole expense, any required permits from the City.
- V. SPONSOR shall have the opportunity to survey event patrons within Designated Location.
- VI. SPONSOR shall have the opportunity to distribute company promotional materials to event patrons in the Designated Location.
- VII. The PSD shall work with, and provide full cooperation to, SPONSOR to meet the requirements for obtaining any and all necessary City permits.
- VIII. Any set-up within the Designated Location shall have a minimum setback of 10 feet from the Woodward Avenue frontage. This restricted area shall be roped off to allow pedestrian traffic through this area.
- IX. If so desired, SPONSOR may provide, at its own expense, security personnel to be present during the period SPONSOR display items are located at the designated location under the terms of this agreement. Security personnel are required to meet with the Birmingham Police Department at least seven (7) days prior to the Event.

- C. **COORDINATION OF ACTIVITIES** - SPONSOR shall provide all staff, workers, performers, vehicles, equipment, fuel, materials, parts, supplies, wages, and insurance for its performance under this agreement. SPONSOR shall provide a designated contact overseeing the event, including a telephone number at which the contact may be reached at all times during the event, including set-up and removal times.

- I. SPONSOR shall provide the PSD with the following information no later than the last Friday in July:
 - a. A detailed site plan for all activities planned for the Event, including any vendors or entertainers.
 - b. Any other reports, as reasonably requested, related to activities taking place as part of the SPONSOR's activities under this Agreement.
 - II. The PSD shall designate a representative to coordinate all of its activities in the performance of this Agreement. A designated PSD representative shall have the right to inspect and verify the activities of the SPONSOR pursuant to this Agreement.
 - a. At its discretion, the PSD may schedule a coordination meeting to include SPONSOR and any other event sponsors which may have adjacent displays. Such a meeting would be for the purposes of coordinating activities among the sponsors.
4. **TERM.** The term of this Agreement shall commence upon the execution of this agreement and shall continue until October 31, 2019. Provided that an Event is planned and scheduled for 2020, and provided the PSD applies for and obtains a special event permit in accordance with Birmingham City Code Chapter 98, Article VI, SPONSOR shall have the first right of refusal for use of the designated location for the 2020 Event by providing advance notice to the PSD of its desire to do so no later than November 1, 2019. The parties may also agree to amend this agreement as it relates to the permitted activities and compensation for such use of the property for future events.
5. **TERMINATION.** In the event that (a) the PSD terminates this Agreement, for any reason whatsoever, subsequent to payment being made by SPONSOR herein for any year, but prior to the Event, or (b) the Event is canceled for any reason, the PSD shall promptly reimburse SPONSOR the full amount of SPONSOR's payment, minus any reasonable expenses incurred by the PSD to satisfy the terms of this Agreement. In no event may the PSD terminate this Agreement with less than 30 days' prior written notice unless the Event is being canceled entirely. Either party may terminate the Agreement for material breach by the other party without cure within 10 days.
6. **FAIR PROCUREMENT OPPORTUNITY.** Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.
7. **INSURANCE.** The SPONSOR shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and

admitted to do business in the State of Michigan. All coverages shall be with carriers reasonably acceptable to the CITY and PSD.

- A. Workers' Compensation Insurance: SPONSOR shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: SPONSOR shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: SPONSOR shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall name the following as Additional Insureds: The City of Birmingham, The Birmingham Principal Shopping District ("PSD"), and the Michigan Department of Transportation ("MDOT"), including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured for all losses for which Sponsor has indemnified the Additional Insureds, whether any other available coverage by primary, contributing or excess.
- E. Cancellation Notice: Sponsor shall provide a thirty day notice of cancellation to: *Finance Director, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.*
- F. Proof of Insurance Coverage: SPONSOR shall provide the CITY and PSD at the time the Agreement is returned for execution, Certificates of Insurance reasonably acceptable to the CITY and PSD, as listed below.
 - I. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;

- II. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- III. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance.

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

H. Maintaining Insurance: The SPONSOR also agrees to provide all insurance coverage as specified. Upon failure of the SPONSOR to obtain or maintain such insurance coverage for the term of the agreement, the CITY and PSD may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, the CITY and PSD shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

8. INDEMNIFICATION. To the fullest extent permitted by law, the SPONSOR and any entity or person for whom the SPONSOR is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, The Birmingham Principal Shopping District ("PSD"), and the Michigan Department of Transportation ("MDOT"), their elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham, the PSD, and/or MDOT against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Birmingham, the PSD, and/or MDOT, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, the PSD, and/or MDOT, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of SPONSOR's acts or omissions under this Agreement. Such responsibility shall not be construed as liability for personal injury or damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, the PSD, and/or MDOT.

9. CONDITION OF PROPERTY. SPONSOR shall keep the designated locations in a safe, clean and proper condition. SPONSOR shall reimburse or otherwise pay the CITY for the repair of all damage to city property over and above ordinary wear and tear as a result of SPONSOR's activities during the Event. SPONSOR shall at its sole cost and expense, promptly remove all property from the designated locations not belonging to the PSD including, but not limited to, debris, materials and/or other equipment, and promptly restore the designated locations to substantially the condition existing prior to the date set-up commenced, subject to reasonable wear and tear. SPONSOR shall use the City's property at its own risk and assumes all risk of loss resulting from such use. SPONSOR certifies, represents

and declares that it has no title in or to the designated locations nor to any portion thereof, and has not, does not, and will not claim such title nor any easement over the designated locations.

- 10. NO ALCOHOL.** No alcohol may be served in any location in the CITY as a part of the performance of the Event. The Event is strictly non-alcoholic.
- 11. COMPLIANCE WITH LAWS.** Each party shall, in performing this Agreement, adhere to and comply with all laws, ordinances, rules and regulations, without limitation. SPONSOR shall secure all licenses and permits as may be required.
- 12. CONFLICTS OF INTEREST.** As required by City ordinance section 2-287, if, after the effective date of this Agreement, any official of the City or PSD or spouse, child, or parent, of such official shall become directly or indirectly interested in this Agreement, the PSD shall have the right to terminate this Agreement without further liability if the disqualification has not been removed within thirty (30) days after the City has given SPONSOR notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest only if such employment is in an administrative, managerial or executive capacity in which the employee could in any way influence the decisions of the business entity with regard to the contract proposals or other transactions.
- 13. ASSIGNMENT & MODIFICATION.** This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made without the prior written consent of the other party. This Agreement may only be modified in writing, signed by both parties.
- 14. DISPUTE RESOLUTION.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

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

PSD

Ingrid Tighe
Executive Director
151 Martin Street
P.O. Box 3001
Birmingham, MI 48012
Ph: 248.530.1250

SPONSOR

Mr. Mike Murri
WXYZ/WMYD Vice-President and
General Manager
20777 West 10 Mile Road
Southfield, MI 48075
Ph: 248.827.9221

16. FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any default hereunder if such default is caused by conditions beyond its control including, but not limited to Acts of God, governmental restrictions imposed for heightened security measures, wars, insurrections and/or other cause beyond the reasonable control of the party whose performance is affected.

17. ENTIRE AGREEMENT. This document contains the entire Agreement between the parties hereto and there are no inducements or representations leading to the execution hereof except as herein contained.

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

WITNESSES:

SPONSOR

By: Mike Murri
WXYZ/WMYD Vice-President and
General Manager

**PRINCIPAL SHOPPING DISTRICT OF
THE CITY OF BIRMINGHAM**

By: _____
PSD Chairman

APPROVED:

City Manager
(Approved as to substance)

City Attorney
(Approved as to form)

PSD Director
(Approved as to substance)

Director of Finance
(Approved as to financial obligation)



MEMORANDUM

DATE: June 6, 2019

TO: Birmingham Shopping District Board

FROM: Ingrid Tighe, Executive Director

SUBJECT: 8C Detroit Event Company Agreement for Cruise Event

To celebrate the 25th annual event of the Birmingham Cruise, the BSD has reserved two bands, "Collision 6" and "Cancel Monday," managed by Detroit Event Company. The bands will perform from 12:00 PM – 5:00 PM playing a variety of cover music from the different decades.

Suggested Action:

To approve the agreement with Detroit Event Company to provide live music for the Birmingham Dream Cruise Event, conditional upon receipt of signatures and insurance.

AGREEMENT
For Band and Sound Equipment Services

THIS AGREEMENT, made this ____ day of _____, 2019, by and between the **BIRMINGHAM PRINCIPAL SHOPPING DISTRICT**, having its principal office at 151 Martin, Birmingham, MI 48009 (hereinafter sometimes called "PSD"), and Detroit Event Company, whose address is 2730 Greenfield Road, Berkley, MI 48072 (hereinafter sometimes called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham ("City"), through the PSD, desires to have live music played and sound systems provided in downtown Birmingham during the 2019 Birmingham Cruise Event on Saturday, August 17th.

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 two live bands – Collision Six and Cancel Monday and sound equipment and services in accordance with the following terms and conditions:

1. Contractor shall provide sound system and audio tech for two bands and break music for a total of five hours.
2. Contractor shall provide live music from Collision Six for a total of two hours (2 sets with 1 break) from 12 – 2 p.m.
3. Contractor shall provide live music from Cancel Monday for a total of two hours (2 sets with 1 break) from 3 – 5 p.m.
4. City shall provide access to electricity and staging.
5. City will provide parking arrangements for audio team and band members at no cost to Contractor.
6. 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.

7. For the aforementioned services, the PSD will pay Contractor the total amount of \$5,000 which shall be paid as follows:

A. \$ 2,500 shall be paid by June 20, 2019.

B. \$ 2,500 shall be paid on or before August 17, 2019.

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

9. 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 behalf of the other party, except as specifically outlined herein. Neither the PSD nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the 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.

10. 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.

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 Contractor without the prior written consent of the PSD. Any attempt at assignment without prior written consent shall be void and of no effect.

13. 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.

14. 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.

15. 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.

16. The Contractor will not enter into a contract to furnish materials or services to any PSD/City official, spouse, child or parent, or from any corporation, association or partnership in which any PSD/City official, 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.


17. 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.

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 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.

DETROIT EVENT 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

SOLE PROPRIETOR FORM
For Sole Proprietors with No Employees

For workers' compensation purposes, we are required to maintain verification regarding workers' compensation coverage for all of our independent contractors.

You must provide the following information if you:

- a) Are a sole proprietor with no employees, and
- b) Do not carry workers' compensation insurance.

1) Name of Sole Proprietor: Detroit Event Company, LLC
2) Federal Tax Identification Number or last 4 digits of Social Security No. 47-5071195
3) I am doing business as: Detroit Event Company

Please attach one of the following:

- A copy of the assumed name certificate you filed with the county; or
- Your business card; or
- A copy of your advertisement (Yellow Pages, Newspaper, etc.); or
- List one other business or private homeowner that you have worked for during the period of July 1, through current date, including the name and address: _____

Please complete the following statement:

I, Detroit Event Company, a Sole Proprietor with no employees will provide musical entertainment and sound equipment services to the City of Birmingham and Birmingham Principal Shopping District on a periodic basis. I do understand that I am not entitled to workers' compensation benefits under Michigan's Law, therefore, I am personally responsible for any injuries/illnesses I may sustain while performing my services to said entity.

Dated at: _____, on this 31st day of May, 2019.

Signed: 
Sole Proprietor

Notary Public, STATE OF MICHIGAN, COUNTY OF _____

On this _____ day of _____, _____ before me personally appeared _____, who being duly sworn did state that s/he is not entitled to workers' compensation benefits as indicated under Michigan's Law, and will not hold responsible the above named entity s/he may provide services to for any injury(ies) illness(es) s/he may sustain while performing such indicated services.

Seal/Stamp

Notary Public,
Acting in the County Of: _____
County My Commission expires: _____

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Birmingham Shopping District

Year: 2019

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	P	P	P										5	0	100%
Samy Eid	P	P	A	P	P										4	1	80%
Doug Fehan	A	A	P	P	P										3	2	60%
Geoffrey Hockman	P	A	P	A	P										3	2	60%
Zachary Kay	P	P	P	P	P										5	0	100%
Amy Pohlod	P	A	P	P	P										4	1	80%
Steve Quintal	P	P	P	P	P										5	0	100%
Bill Roberts	P	P	P	P	P										5	0	100%
Judy Solomon	P	P	P	P	A										4	1	80%
Sam Surnow	A	P	P	P	P										4	1	80%
Joe Valentine	P	P	P	P	P										5	0	100%
															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Present or Available	9	8	10	10	10	0	0	0	0	0	0	0	0	0			

KEY:

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

Department Head Signature



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

BSD COMMITTEES
MONTHLY MEETING SCHEDULE
JUNE 2019

BSD BOARD

THURS 6/6 @ 8:00 AM – COMMUNITY HOUSE

MAINTENANCE/CAPITAL IMPROVEMENTS

TUESDAY 6/11 @ 8:00 AM – CITY HALL

SPECIAL EVENTS

FRIDAY 6/7 @ 8:30 AM – CITY HALL

MARKETING/ADVERTISING

THURSDAY 6/13 @ 8:30 AM – CITY HALL

BUSINESS DEVELOPMENT

THURSDAY 6/27 @ 8:00 AM – CITY HALL

EXECUTIVE

WEDNESDAY 6/5 @8:00 AM – 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).