



The Shopping District

**Birmingham Shopping District Agenda
Thursday March 7, 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 February 7, 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 – January
 - e. Chamber Report
 - f. Community House Report
6. Approval of Vouchers
7. Unfinished Business
8. New Business
 - a. Social Media Services Agreement
 - b. Third Party Retail Recruiting Agreement
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, February 7, 2019 8:00 a.m.
The Community House
Birmingham, MI 48009

Minutes of the meeting of the Birmingham Shopping District Board held Thursday, February 7, 2019, at 8 a.m. in The Community House.

1. CALL TO ORDER AND ROLL CALL OF BOARD

PRESENT: Astrein, Eid, Kay, Quintal, Roberts, Solomon, Surnow, Valentine

ABSENT: Fehan, Hockman, Pohlod

ALSO PRESENT:

ADMINISTRATION: Tighe, Brook

2. RECOGNITION OF VISITORS

Ara Darakjian

3. APPROVAL OF MINUTES

MOTION: Motion by Quintal, seconded by Solomon to approve the minutes dated January 3, 2019.

VOTE: Yeas, 8 Nays, 0 Absent, 3

4. BOARD MEMBER COMMENTS

5. REPORTS

a. **FINANCE REPORT – TIGHE**

Tighe reported that the balance sheet now shows that the Gift Certificate program is now underway. Money is taken in when Gift Certificates are purchased. That amount is carried as a liability until it is paid out by the BSD as a reimbursement to a retailer.

Half way through the fiscal year everything is on track. Cash flow shows an end balance of just under \$200,000. This is typical for this time of year as assessments were just mailed out in December and payments come in during January and February.

b. **EXECUTIVE DIRECTOR REPORT - TIGHE**

Tighe shared that the board suggested that a report go out to BSD constituents summarizing work that was done in 2018. So, she compiled the purple flyer that was in the board packets as an info graphic and mailed it to all BSD businesses. It highlighted the work that all 4 committees have done as well as mentioning Birmingham Bonus Bucks and construction.

The manager of Roots let Tighe know how helpful she found the document and that she had shared it with their corporate headquarters. Solomon commented that she thought that it was a very nice piece.

Tighe mentioned that she had received approximately one dozen inquiries about the increase in the assessment rate.

c. **COMMITTEE REPORTS:**

SPECIAL EVENTS - ASTREIN

Astrein reported that Restaurant Week is currently in its second week. Things seem to be going well despite some difficult weather. Roberts and Eid agreed. Eid mentioned that last Friday was especially busy at his restaurants.

Brook shared that there were cooking segments done on morning news shows on Channels 2, 4, and 7 last week to promote Restaurant Week and that a large spread (front page and interior pages) appeared in the Eccentric.

Farmers Market opens on May 5th. Movies have been selected for Movie Nights – Zootopia, The Sandlot and Monsters, Inc.

Santa House hours will be extended to help make up for the shorter holiday season with Thanksgiving falling so late in November.

MARKETING & ADVERTISING - TIGHE

Tighe updated everyone that the committee is currently working on the Spring magazine. The photo shoot will take place at Hazel, Ravines & Downtown. The magazine is scheduled to come out just before Mother's Day and have a mother/daughter lifestyle theme.

The social media bids have been processed and interviews have been held with the top candidates. The committee will bring their recommendation to the next board meeting for approval.

MAINTENANCE/CAPITAL IMPROVEMENTS - QUINTAL

The lights over Merrill Street are still up and will be through the end of February. Quintal is getting another quote for Merrill Street lights.

The committee would like to purchase another section for the holiday tree to make it six feet taller next year.

Hanging baskets and planters will be the same as last year. The committee is going over costs with the City for watering, etc.

There will be an appreciation lunch for DPS on Tuesday.

Tighe pointed out the email in the meeting packet from a resident praising the holiday lights.

BUSINESS DEVELOPMENT - SURNOW

Surnow reported that the committee is continuing to work on their initiatives. Zing Training will be held next Monday morning focusing on customer service. This is an opportunity that was extended to merchants – something a little different from a merchant meeting.

Surnow felt that the cross committee call was beneficial. They discussed leveraging the Buxton information to look at trends, etc. He mentioned that the gift certificate program is still underway.

A broker roundtable is being planned for March. The committee would also like to host a property hop highlighting a few of the available properties this summer.

EXECUTIVE BOARD REPORT - ASTREIN

Astrein shared that the committee chairs met to share updates and talk about long range plans. He feels that it is important to keep open communication between the committees so they can work on joint initiatives. Quintal agreed that he thought the meeting was helpful. They will meet quarterly.

d. PARKING REPORT - VALENTINE

Valentine distributed a new parking report. It is now a one page summary of the month.

The Parking Advisory Committee is ready to present their recommendation for the valet contract for approval at the next Commission meeting.

e. CHAMBER REPORT

There was no report from the Chamber.

f. COMMUNITY HOUSE REPORT

There was no report from The Community House.

6. APPROVAL OF VOUCHERS

MOTION: Motion by Quintal, seconded by Surnow to approve the vouchers, as submitted, dated February 7, 2019.

VOTE: Yeas, 8 Nays, 0 Absent, 3

7. UNFINISHED BUSINESS

8. NEW BUSINESS

a. Holiday tree extension purchase

Tighe shared that the maintenance committee unanimously voted to purchase another piece of the holiday tree which will make it six feet taller. She shared that DPS has confirmed that it will fit in the current location and the existing electrical infrastructure will be able to support the addition.

Valentine asked about the warranty that comes with the purchase. Tighe said that it will match the warranty that came with the rest of the tree as it is coming from the same company.

MOTION: Motion by Solomon, seconded by Valentine to approve the purchase of the holiday tree extension from Winter Green Corporation

VOTE: Yeas, 8 Nays, 0 Absent, 3

9. INFORMATION

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

10. PUBLIC COMMENTS

11. ADJOURNMENT – 8:26 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	409,004.83
247-000.000-028.0000	MISCELLANEOUS	2,703.72
247-000.000-028.9999	ALLOW FOR DOUBTFUL ACCTS.	(1,613.72)
247-000.000-045.0884	PSD SPEC ASSESS 18-19 #884	699,317.10
247-000.000-048.0870	PSD DELQ SAD 2017-2018 AR	2,158.62
Total Assets		1,111,820.55
*** Liabilities ***		
247-000.000-200.0000	SUSPENSE ACCOUNT	180.54
247-000.000-202.0000	ACCOUNTS PAYABLE	33,784.00
247-000.000-255.0001	GIFT CERTIFICATES	1,600.00
247-000.000-257.0000	ACCRUED PAYROLL	245.29
247-000.000-367.0300	DEFER. INFLOWS - MISCELLANEOUS INV	1,090.00
247-000.000-367.0700	DEFER. INFLOWS - SPECIAL ASSESMEN	699,317.10
247-000.000-367.0800	DEFER. INFLOWS - DELQ SPECIAL ASSE	2,158.62
Total Liabilities		738,375.55
*** 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		(266,676.84)
Ending Fund Balance		373,445.00
Total Liabilities And Fund Balance		1,111,820.55

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	ACTIVITY FOR MONTH 01/31/19	YTD BALANCE 01/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDT 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	283.59	3,953.99	0.00	2,436.01	61.88
INTEREST AND RENT		6,390.00	6,390.00	283.59	3,953.99	0.00	2,436.01	61.88
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	3,514.98	6,944.82	0.00	10,905.18	38.91
247-000.000-672.0884	PSD SPEC ASSESS REVENUE 2018-2	0.00	0.00	327,984.02	344,349.89	0.00	(344,349.89)	100.00
SPECIAL ASSESSMENTS		897,300.00	897,300.00	331,499.00	351,294.71	0.00	546,005.29	39.15
OTHER REVENUE								
247-000.000-676.0001	CONTR FROM PRIVATE SOURCE	190,000.00	190,000.00	11,614.00	152,737.21	0.00	37,262.79	80.39
247-000.000-677.0001	SUNDRY & MISCELLANEOUS	0.00	0.00	27.26	27.26	0.00	(27.26)	100.00
OTHER REVENUE		190,000.00	190,000.00	11,641.26	152,764.47	0.00	37,235.53	80.40
Total Dept 000.000								
		1,209,990.00	1,229,020.00	343,423.85	508,013.17	0.00	721,006.83	41.33
TOTAL REVENUES								
		1,209,990.00	1,229,020.00	343,423.85	508,013.17	0.00	721,006.83	41.33
Expenditures								
Dept 298.000 - PUBLIC RELATIONS								
PERSONNEL SERVICES								
247-298.000-702.0001	SALARIES & WAGES DIRECT	28,590.00	31,030.00	3,479.60	18,416.32	0.00	12,613.68	59.35
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	260.87	1,345.87	0.00	1,064.13	55.85
247-298.000-706.0002	HOSPITALIZATION	11,090.00	11,090.00	639.23	3,196.28	0.00	7,893.72	28.82
247-298.000-706.0007	WORKER'S COMPENSATION	100.00	100.00	8.07	42.71	0.00	57.29	42.71
247-298.000-706.0012	RETIREMNT-DEF CONTR EMPLR	2,620.00	2,840.00	330.56	1,645.20	0.00	1,194.80	57.93
247-298.000-706.0013	RET HLTH SVGS CONTR EMPLR	690.00	690.00	104.98	524.97	0.00	165.03	76.08
PERSONNEL SERVICES		45,770.00	48,610.00	4,823.31	25,171.35	0.00	23,438.65	51.78
Total Dept 298.000 - PUBLIC RELATIONS								
		45,770.00	48,610.00	4,823.31	25,171.35	0.00	23,438.65	51.78
Dept 441.005 - DOWNTOWN MAINTENANCE								
PERSONNEL SERVICES								
247-441.005-702.0001	SALARIES & WAGES DIRECT	49,870.00	51,460.00	4,013.43	20,812.05	0.00	30,647.95	40.44
247-441.005-702.0002	OVERTIME PAY	22,350.00	22,350.00	1,593.13	15,247.62	0.00	7,102.38	68.22
247-441.005-702.0003	LONGEVITY	370.00	370.00	0.00	137.65	0.00	232.35	37.20
247-441.005-706.0001	FICA	5,370.00	5,490.00	418.77	2,714.63	0.00	2,775.37	49.45
247-441.005-706.0002	HOSPITALIZATION	10,640.00	10,640.00	754.53	6,340.43	0.00	4,299.57	59.59
247-441.005-706.0003	LIFE INSURANCE	190.00	190.00	19.73	119.17	0.00	70.83	62.72
247-441.005-706.0004	RETIRE CONTRIB HEALTH	11,870.00	11,920.00	869.37	6,180.80	0.00	5,739.20	51.85
247-441.005-706.0005	DENTAL/OPTICAL	1,170.00	1,200.00	100.37	465.48	0.00	734.52	38.79

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2018-19		ACTIVITY FOR MONTH 01/31/19	YTD BALANCE 01/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
		ORIGINAL BUDGET	2018-19 AMENDED BUDGET					
Fund 247 - PRINCIPAL SHOPPING DISTRICT								
Expenditures								
247-441.005-706.0006	LT/ST DISABILITY	510.00	530.00	47.90	276.78	0.00	253.22	52.22
247-441.005-706.0007	WORKER'S COMPENSATION	1,340.00	1,370.00	111.60	581.35	0.00	788.65	42.43
247-441.005-706.0010	RETIREMENT EMPLOYER CNTB	7,880.00	7,970.00	494.66	3,619.05	0.00	4,350.95	45.41
247-441.005-706.0011	HRA BENEFIT	100.00	100.00	0.00	0.00	0.00	100.00	0.00
247-441.005-706.0012	RETIREMNT-DEF CONTR EMPLR	1,530.00	1,610.00	373.82	1,815.76	0.00	(205.76)	112.78
247-441.005-706.0013	RET HLTH SVGS CONTR EMPLR	930.00	930.00	108.48	713.57	0.00	216.43	76.73
PERSONNEL SERVICES		114,120.00	116,130.00	8,905.79	59,024.34	0.00	57,105.66	50.83
OTHER CHARGES								
247-441.005-941.0000	EQUIPMENT RENTAL OR LEASE	43,000.00	43,000.00	3,784.00	19,726.34	0.00	23,273.66	45.88
OTHER CHARGES		43,000.00	43,000.00	3,784.00	19,726.34	0.00	23,273.66	45.88
Total Dept 441.005 - DOWNTOWN MAINTENANCE								
		157,120.00	159,130.00	12,689.79	78,750.68	0.00	80,379.32	49.49
Dept 748.000 - PRINCIPAL SHOPPING DISTRICT								
PERSONNEL SERVICES								
247-748.000-702.0001	SALARIES & WAGES DIRECT	197,920.00	210,230.00	23,739.53	127,629.49	0.00	82,600.51	60.71
247-748.000-706.0001	FICA	15,150.00	16,090.00	1,743.24	9,616.15	0.00	6,473.85	59.76
247-748.000-706.0002	HOSPITALIZATION	43,930.00	43,930.00	5,067.93	29,549.01	0.00	14,380.99	67.26
247-748.000-706.0003	LIFE INSURANCE	950.00	950.00	108.51	542.55	0.00	407.45	57.11
247-748.000-706.0004	RETIRE CONTRIB HEALTH	5,620.00	5,620.00	467.67	3,273.69	0.00	2,346.31	58.25
247-748.000-706.0005	DENTAL/OPTICAL	1,850.00	2,010.00	230.97	1,154.87	0.00	855.13	57.46
247-748.000-706.0006	LT/ST DISABILITY	820.00	880.00	101.40	507.08	0.00	372.92	57.62
247-748.000-706.0007	WORKER'S COMPENSATION	630.00	660.00	91.63	488.56	0.00	171.44	74.02
247-748.000-706.0010	RETIREMENT EMPLOYER CNTB	2,340.00	2,340.00	194.75	1,363.25	0.00	976.75	58.26
247-748.000-706.0012	RETIREMNT-DEF CONTR EMPLR	8,110.00	8,790.00	1,070.40	5,126.66	0.00	3,663.34	58.32
247-748.000-706.0013	RET HLTH SVGS CONTR EMPLR	1,820.00	1,820.00	210.00	1,050.00	0.00	770.00	57.69
PERSONNEL SERVICES		279,140.00	293,320.00	33,026.03	180,301.31	0.00	113,018.69	61.47
OTHER CHARGES								
247-748.000-801.0200	OTHER LEGAL	3,000.00	3,000.00	258.06	1,865.07	0.00	1,134.93	62.17
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	100.00	700.00	0.00	19,300.00	3.50
247-748.000-828.0300	PARKING VALET SERVICES	0.00	0.00	13,000.00	13,000.00	0.00	(13,000.00)	100.00
247-748.000-829.0100	SNOW REMOVAL CONTRACT	59,000.00	59,000.00	9,908.00	39,141.00	0.00	19,859.00	66.34
247-748.000-829.0200	WEB SITE MAINTENANCE	5,500.00	5,500.00	0.00	1,560.00	0.00	3,940.00	28.36
247-748.000-851.0000	TELEPHONE	1,750.00	1,750.00	101.34	606.72	0.00	1,143.28	34.67
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	(3,170.00)	96,154.52	0.00	28,845.48	76.92
247-748.000-901.0500	PUBLIC RELATIONS	10,000.00	10,000.00	1,500.00	5,857.55	0.00	4,142.45	58.58
247-748.000-903.0000	TENANT RECRUITMENT	100,000.00	100,000.00	963.00	24,064.32	0.00	75,935.68	24.06
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	1,672.50	160,658.95	0.00	39,341.05	80.33
247-748.000-933.0200	EQUIPMENT MAINTENANCE	1,200.00	1,200.00	228.25	723.55	0.00	476.45	60.30
247-748.000-935.0200	MAINTENANCE SHOPPING DIST	70,000.00	70,000.00	(1,000.00)	68,000.53	2,000.00	(600.53)	100.86
247-748.000-942.0000	COMPUTER EQUIPMENT RENTAL	18,160.00	18,160.00	1,513.33	10,593.31	0.00	7,566.69	58.33
247-748.000-944.0000	BUILDING OR FACILITY RENT	12,000.00	12,000.00	1,000.00	7,000.00	0.00	5,000.00	58.33
247-748.000-955.0100	TRAINING	1,000.00	1,000.00	97.00	365.69	0.00	634.31	36.57
247-748.000-955.0300	MEMBERSHIP & DUES	1,600.00	1,600.00	721.50	1,391.50	0.00	208.50	86.97
247-748.000-955.0400	CONFERENCES & WORKSHOPS	3,000.00	3,000.00	790.60	894.60	0.00	2,105.40	29.82
247-748.000-957.0400	LIAB INSURANCE PREMIUMS	4,500.00	4,500.00	375.00	2,625.00	0.00	1,875.00	58.33

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2018-19		ACTIVITY FOR MONTH 01/31/19	YTD BALANCE 01/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
		ORIGINAL BUDGET	2018-19 AMENDED BUDGET					
Fund 247 - PRINCIPAL SHOPPING DISTRICT								
Expenditures								
OTHER CHARGES		721,460.00	721,460.00	28,058.58	488,919.13	2,000.00	230,540.87	68.05
SUPPLIES								
247-748.000-727.0000	POSTAGE	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00
247-748.000-729.0000	OPERATING SUPPLIES	3,500.00	3,500.00	672.53	1,547.54	0.00	1,952.46	44.22
SUPPLIES		6,500.00	6,500.00	672.53	1,547.54	0.00	4,952.46	23.81
Total Dept 748.000 - PRINCIPAL SHOPPING DISTRICT		1,007,100.00	1,021,280.00	61,757.14	670,767.98	2,000.00	348,512.02	65.87
TOTAL EXPENDITURES		1,209,990.00	1,229,020.00	79,270.24	774,690.01	2,000.00	452,329.99	63.20
Fund 247 - PRINCIPAL SHOPPING DISTRICT:								
TOTAL REVENUES		1,209,990.00	1,229,020.00	343,423.85	508,013.17	0.00	721,006.83	41.33
TOTAL EXPENDITURES		1,209,990.00	1,229,020.00	79,270.24	774,690.01	2,000.00	452,329.99	63.20
NET OF REVENUES & EXPENDITURES		0.00	0.00	264,153.61	(266,676.84)	(2,000.00)	268,676.84	100.00

PRINCIPAL SHOPPING DISTRICT
CASH FLOW
FOR THE MONTH OF JANUARY 2019

<u>DESCRIPTION</u>	<u>PROJECTED</u>	<u>ACTUAL</u>	<u>VARIANCE</u>
BEGINNING CASH BALANCE	\$ 158,003	\$ 193,059	\$ 35,056
CASH RECEIPTS:			
255.0001 Gift Certificates In	-	225	225
Special Assessments	398,660	331,499	(67,161)
Interest Income	160	284	124
Special Event Revenue	<u>4,370</u>	<u>11,641</u>	<u>7,271</u>
Sub-total cash receipts	403,190	343,649	(59,541)
CASH DISBURSEMENTS:			
OFFICE DISBURSEMENTS			
PSD Personnel Costs	32,220	33,026	(806)
727.0000 Postage	-	-	-
729.0000 Supplies	280	221	59
801.0200 Legal	250	692	(442)
802.0100 Audit	-	-	-
811.0000 Other Contractual Service	90	100	(10)
933.0200 Equipment Maintenance	-	-	-
851.0000 Telephone	140	203	(63)
955.0100 Training	80	97	(17)
955.0300 Memberships & Dues	130	605	(475)
955.0400 Conferences & Workshops	700	791	(91)
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	36,775	38,623	(1,848)
PROGRAM DISBURSEMENTS			
DPS Downtown Maintenance	11,000	12,690	(1,690)
Promotion Personnel Costs	5,290	4,823	467
255.0001 Gift Certificates Out	-	-	-
828.03 Valet Services	-	13,000	(13,000)
829.0100 Snow Removal	9,400	9,908	(508)
935.0200 Maintenance PSD	280	15,185	(14,905)
901.0000 Printing & Publishing	-	-	-
901.0400 Marketing & Advertising	15,000	(1,644)	16,644
901.0500 Public Relations	1,000	-	1,000
903.0000 Tenant Recruitment	8,330	2,844	5,486
909.0000 Special Events	10,000	7,902	2,098
904.0000 PSD Magazine	-	24,312	(24,312)
829.0200 Web Site Maintenance	<u>100</u>	<u>60</u>	<u>40</u>
Sub-total Program Disbursements	<u>60,400</u>	<u>89,080</u>	<u>(28,680)</u>
Total Disbursements	97,175	127,703	(30,528)
INCREASE (DECREASE) IN CASH BALANCE	<u>306,015</u>	<u>215,946</u>	<u>(90,069)</u>
ENDING CASH BALANCE	<u>\$ 464,018</u>	<u>\$ 409,005</u>	<u>\$ (55,013)</u>

PRINCIPAL SHOPPING DISTRICT
ACTUAL CASH FLOW
FOR THE SEVEN MONTHS ENDED JANUARY 2019

<u>DESCRIPTION</u>	PROJECTED	ACTUAL	VARIANCE
BEGINNING CASH BALANCE	\$ 664,443	\$ 664,443	\$ -
CASH RECEIPTS:			
Gift Certificates In	-	1,600	1,600
Special Assessments	468,450	378,559	(89,891)
Interest Income	3,130	3,954	824
Special Event Revenue	<u>146,310</u>	<u>179,425</u>	<u>33,115</u>
Sub-total cash receipts	617,890	563,538	(54,352)
CASH DISBURSEMENTS:			
OFFICE DISBURSEMENTS			
PSD Personnel Costs	171,790	191,939	(20,149)
727.0000 Postage	1,600	-	1,600
729.0000 Supplies	2,100	1,072	1,028
801.0200 Legal	1,750	1,665	85
802.0100 Audit	750	725	25
811.0000 Other Contractual Service	630	700	(70)
933.0200 Equipment Maintenance	600	495	105
851.0000 Telephone	1,010	708	302
955.0100 Training	580	366	214
955.0300 Memberships & Dues	930	1,145	(215)
955.0400 Conferences & Workshops	2,250	964	1,286
942.0000 Computer Equipment Rental	10,570	10,591	(21)
957.0400 Liability Insurance	2,625	2,625	-
944.0000 Building Rent	<u>7,000</u>	<u>7,000</u>	<u>-</u>
Sub-total Office Disbursements	204,185	219,995	(15,810)
PROGRAM DISBURSEMENTS			
DPS Downtown Maintenance	94,270	83,039	11,231
Promotion Personnel Costs	28,170	26,615	1,555
255.0001 Gift Certificates Out	-	-	-
828.03 Valet Services	58,500	33,170	25,330
829.0100 Snow Removal	28,200	29,233	(1,033)
935.0200 Maintenance PSD	28,980	74,460	(45,480)
901.0000 Printing & Publishing	-	1,140	(1,140)
901.0400 Marketing & Advertising	92,500	138,259	(45,759)
901.0500 Public Relations	6,000	4,358	1,642
903.0000 Tenant Recruitment	58,310	24,749	33,561
909.0000 Special Events	155,000	129,900	25,100
904.0000 PSD Magazine	62,000	52,198	9,802
829.0200 Web Site Maintenance	<u>2,200</u>	<u>1,860</u>	<u>340</u>
Sub-total Program Disbursements	<u>614,130</u>	<u>598,981</u>	<u>15,149</u>
Total Disbursements	818,315	818,976	(661)
INCREASE (DECREASE) IN CASH BALANCE	<u>(200,425)</u>	<u>(255,438)</u>	<u>(55,013)</u>
ENDING CASH BALANCE	<u>\$ 464,018</u>	<u>\$ 409,005</u>	<u>\$ (55,013)</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	606,000	826,755	776,630	666,675	664,443
CASH RECEIPTS:													
2017 Assessment	-	27,264	600	-	2,830	-	3,515	-	-	-	13,700	-	47,909
2018 Assessment	-	-	-	-	-	16,366	327,984	263,900	291,370	-	-	-	899,620
Special Assessments	-	27,264	600	-	2,830	16,366	331,499	263,900	291,370	-	13,700	-	947,529
Gift Certificates In	-	-	-	-	-	1,375	225	-	-	-	-	-	-
Interest Income	(85)	1,289	659	580	703	524	284	480	880	800	750	630	7,494
Special Event Revenue	17,979	26,476	56,477	30,606	23,192	13,054	11,641	2,130	10,280	15,000	4,120	12,160	223,115
Sub-total cash receipts	17,894	55,029	57,736	31,186	26,725	31,319	343,649	266,510	302,530	15,800	18,570	12,790	1,178,138
CASH DISBURSEMENTS:													
OFFICE DISBURSEMENTS													
PSD Personnel Costs	24,017	36,218	23,694	23,674	22,329	28,961	33,026	21,470	21,470	21,470	21,470	21,470	299,289
Postage	-	-	-	-	-	-	-	-	-	400	400	600	1,400
Supplies	76	63	65	367	190	90	221	280	280	280	280	280	2,472
Legal	59	117	-	422	258	117	692	250	250	250	250	250	2,915
Audit	-	-	675	-	-	50	-	-	-	-	-	-	725
Other Contractual Service	100	100	100	100	100	100	100	90	90	90	90	90	1,150
Equipment Maintenance	-	243	-	-	252	-	-	-	300	-	-	300	1,095
Telephone	101	101	101	101	101	-	203	150	140	150	150	150	1,448
Training	-	-	-	-	269	-	97	80	90	80	80	90	786
Memberships & Dues	-	-	250	-	290	-	605	30	-	270	370	-	1,815
Conferences & Workshops	69	25	-	79	-	-	791	250	-	-	400	100	1,714
Computer Equipment Rental	1,513	1,513	1,513	1,513	1,513	1,513	1,513	1,510	1,510	1,510	1,510	1,550	18,181
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	25,485	25,505	25,875	26,375	26,255	349,490
PROGRAM DISBURSEMENTS													
DPS Downtown Maintenance	13,414	17,334	11,984	10,920	8,508	8,189	12,690	7,860	12,570	11,000	7,850	23,570	145,889
Promotion Personnel Costs	2,972	4,554	2,982	3,047	3,047	5,190	4,823	3,520	3,520	3,520	3,520	3,520	44,215
Gift Certificates Out	-	-	-	-	-	-	-	-	-	-	-	-	-
Valet Services	32,597	(12,427)	-	-	-	-	13,000	-	-	-	-	-	33,170
Snow Removal	-	-	-	-	9,417	9,908	-	-	-	-	-	-	-
Maintenance PSD	1,929	42,148	1,863	6,819	4,421	2,095	15,185	420	9,800	11,200	9,800	9,800	60,033
Printing & Publishing	-	1,140	194	-	-	-	-	-	-	-	-	-	115,480
Marketing & Advertising	22,526	30,029	34,541	13,666	12,155	26,986	(1,644)	7,500	5,000	5,000	10,000	5,000	170,759
Public Relations	1,500	-	2,500	-	226	132	-	1,000	-	1,000	1,000	1,000	8,358
Tenant Recruitment	1,383	706	7,902	6,278	3,180	2,456	2,844	8,330	8,330	8,330	8,330	8,370	66,439
Special Events	14,294	8,049	14,999	17,581	14,125	52,756	7,902	-	-	-	37,000	8,000	174,706
PSD Magazine	-	-	-	-	27,886	-	24,312	-	-	-	23,000	-	75,198
Web Site Maintenance	300	-	-	-	1,500	-	60	-	1,650	-	1,650	-	5,160
Sub-total Program Disbursements	90,915	91,533	76,965	58,311	84,465	107,712	89,080	44,030	56,270	40,050	102,150	59,260	899,407
Total Disbursements	118,225	131,288	104,738	85,942	111,142	139,938	127,703	69,515	81,775	65,925	128,525	85,515	1,248,897
INCREASE (DECREASE) IN CASH BALANCE	(100,331)	(76,259)	(47,002)	(54,756)	(84,417)	(108,619)	215,946	196,995	220,755	(50,125)	(109,955)	(72,725)	(70,759)
ENDING CASH BALANCE	564,112	487,853	440,851	386,095	301,678	193,059	409,005	606,000	826,755	776,630	666,675	593,950	593,684



The Shopping District

Special Events Committee

February 2019

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

Staff: Tighe, Brook

1. **No February meeting was held**

2. **Birmingham Restaurant Week - Jan 28 - Feb 1 and Feb 4 – Feb 8**
 - a. Twenty-two restaurants participated
 - b. Three morning news segments featured chefs – WXYZ, CH 7; CH 2, and WDIV Live in the D and there was great coverage in the Eccentric.

3. **Upcoming Events**
 - a. **Farmers Market**
 - i. Vendor applications are now available online and are being accepted.
 - ii. Working on recruiting/confirming sponsors.

 - b. **Movie Nights**
 - i. After talking to 2018 sponsors we added rain dates to our Special Event Application. The rain dates will be the Saturdays immediately following our scheduled Movie Night dates.
 - ii. Sponsors are beginning to make commitments

Upcoming Events

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

June 14, July 12, August 23 – Movie Nights

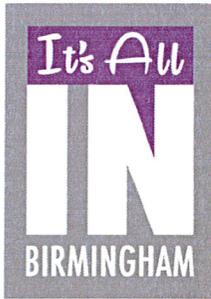
July 27 – Day on the Town

August 17 – Birmingham Cruise Event

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

2018-19 Budget: \$200,000

Remaining balance after March vouchers: \$90,304



The Shopping District

Marketing & Advertising Committee Meeting

No meeting was held in February.

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

Staff: Tighe, Gamboa

1. Birmingham Magazine

The photo shoot for the Spring/Summer edition of the Birmingham Magazine took place on Wednesday, February 13 with shots utilizing the art-inspired space at Hazel, Ravines and Downtown. Draft pages of the magazine will be ready for review in early March. This edition will come out in late April and focus on fitness, salons, gift items (Mother's Day, Father's Day and Graduation parties), men's clothing and more.

2. Social Media

The committee interviewed and selected their top candidate for the next BSD Social Media Consultant. A formal recommendation will be made to the BSD Board on March 7.

NEXT MEETING: Thursday, March 21, 2019 at 8:30 a.m.

2018-19 Budget: \$150,000

Remaining balance after March vouchers: \$37,777

Magazine 2018-19 Budget: \$85,000

Remaining balance after March vouchers: \$32,802



The Shopping District

Maintenance/Capital Improvement Committee

Tuesday, February 12, 2019 at 8:00 AM

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

Staff: Tighe, Jurek, Laird, Wood

1. Welcome and Introductions

- a. PRESENT: Quintal
- b. ABSENT: Roberts, Pohlod, Ceresnie, Fehan
- c. ADMINISTRATION: Tighe, Wood, Laird, Jurek, Brook

2. Flowers and planters in 2019:

- a. The committee is gathering quotes for flower watering to determine if it is more cost effective to outsource some of this work.

3. DPS Appreciation party:

- a. The committee held an appreciation party for DPS workers on February 12, 2019 to thank the team for their hard work and dedication. Their efforts in the city holiday lighting, BSD events, and other initiatives contribute to the BSD's overall success.

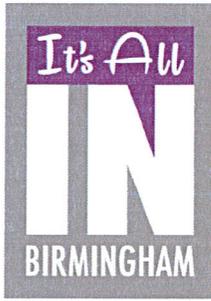
NEXT MEETING: Tuesday, March 12, 2019 at 8:00 a.m. in City Hall

2018-19 Budget: \$70,000

Remaining balance after March vouchers: \$20,994

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

Remaining balance after March vouchers: \$9,951



The Shopping District

Business Development Committee Meeting

February 28, 2019 at 8:30 AM

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

Staff: Tighe

1. Welcome and Introductions

PRESENT: Quintal, Surnow, Hockman, McKenzie

ABSENT:

ADMINISTRATION: Tighe

2. Tenant recruitment process

- a. Committee interviewed applications for third party retail recruiting services RFP.
- b. Committee reviewed pipeline report.

3. Retention and growth

- a. ZingTrain Customer Service training occurred on Monday, February 11, 2019 from 8:00 AM – 12:00 PM at the Community House. Retailers and restaurants stated they found training very helpful.

NEXT MEETING: Thursday, March 28, 2019 at 8:30 AM

2018-19 Budget: \$100,000

Remaining after March vouchers: \$74,275

Opportunity Pipeline Report March 2019

Tenant/Project Name	Stage	SF	Timeline	Next Steps
Bookstore 1	Initial Contact			Conducted call with retailer and was referred to retailer's broker for a follow-up meeting. Retailer interested in Bham
Children's apparel 1	Initial Contact			email and telephone follow up
Electronics 1	Initial Contact			Ingrid met at ICSC NYC - retailer looking at 2020 expansion opportunities
Eyeglass 2	Dismissed			Retailer not sure they are ready to expand into our retail trade area.
Furniture 1	Initial Contact			Conducted call with retailer and was referred to retailer's broker for a follow-up meeting.
Luxury fashion accessories 1	Initial Contact			email and telephone follow up
Men's apparel 1	Dismissed			retailer not interested in expanding in our market at this time. Buxton provided replacement retailer for our list.
Men's apparel 2	Initial Contact			email and telephone follow up
Men's apparel 3	Initial Contact			email and telephone follow up
Men's apparel 4	Initial Contact			email and telephone follow up
Men's shoes 1	In discussions			Talked at ICSC to discuss opportunity further.
Outdoor clothing 1	In discussions		Early 2019	Retailer interested in locating in BSD. Toured property and negotiating with property owner.
Outdoor clothing 2	In discussions		2019	Met at ICSC. Retailer evaluating information provided and BSD will follow up for follow on meeting.
Shoes 1	Initial Contact			email and telephone follow up
Women's apparel 1	Initial Contact			email and telephone follow up
Women's apparel 2	Initial Contact			email and telephone follow up
Women's apparel 3	Dismissed	2400		Retailer is no longer interested in our market.
Women's apparel 4	Initial Contact			email and telephone follow up
Women's athletic apparel 1	Dismissed			retailer not interested in expanding in our market at this time.
Women's jewelry 1	In discussions		Early 2019	Retailer received corporate approval to expand in BSD. Retailer negotiating LOI.
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.

SCHEDULED TO OPEN/MOVED/CLOSED IN LAST 12 MONTHS

MARCH 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
R. Collective	383	Hamilton Row	Salon/Spa	2/5/2019	Scheduled to open
Willow and Fernn Boutique	528	Old Woodward, North	Womens Apparel	1/8/2019	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
Petite Cabane	205	Maple Road, East	Childrens Apparel	10/9/2018	Scheduled to open
ecoATM	685	Maple Road, East	Cash for old electronics	8/10/2018	Scheduled to open
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
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
Eyedolize	555	Old Woodward, South	Salon/Spa	7/3/2018	Opened
drybar	137	Maple Road, West	Salon/Spa	6/18/2018	Opened
Grabbagreen	167	Old Woodward, North	Dining	5/31/2018	Opened

SCHEDULED TO OPEN/MOVED/CLOSED IN LAST 12 MONTHS

MARCH 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
White Birch	141	Maple Road, West	Apparel & Accessories - Women	5/31/2018	Opened
Alex Emilio Salon	730	Old Woodward, North	Salon/Spa	5/31/2018	Opened

Structure Occupancy at 1pm Tuesday-Thursday

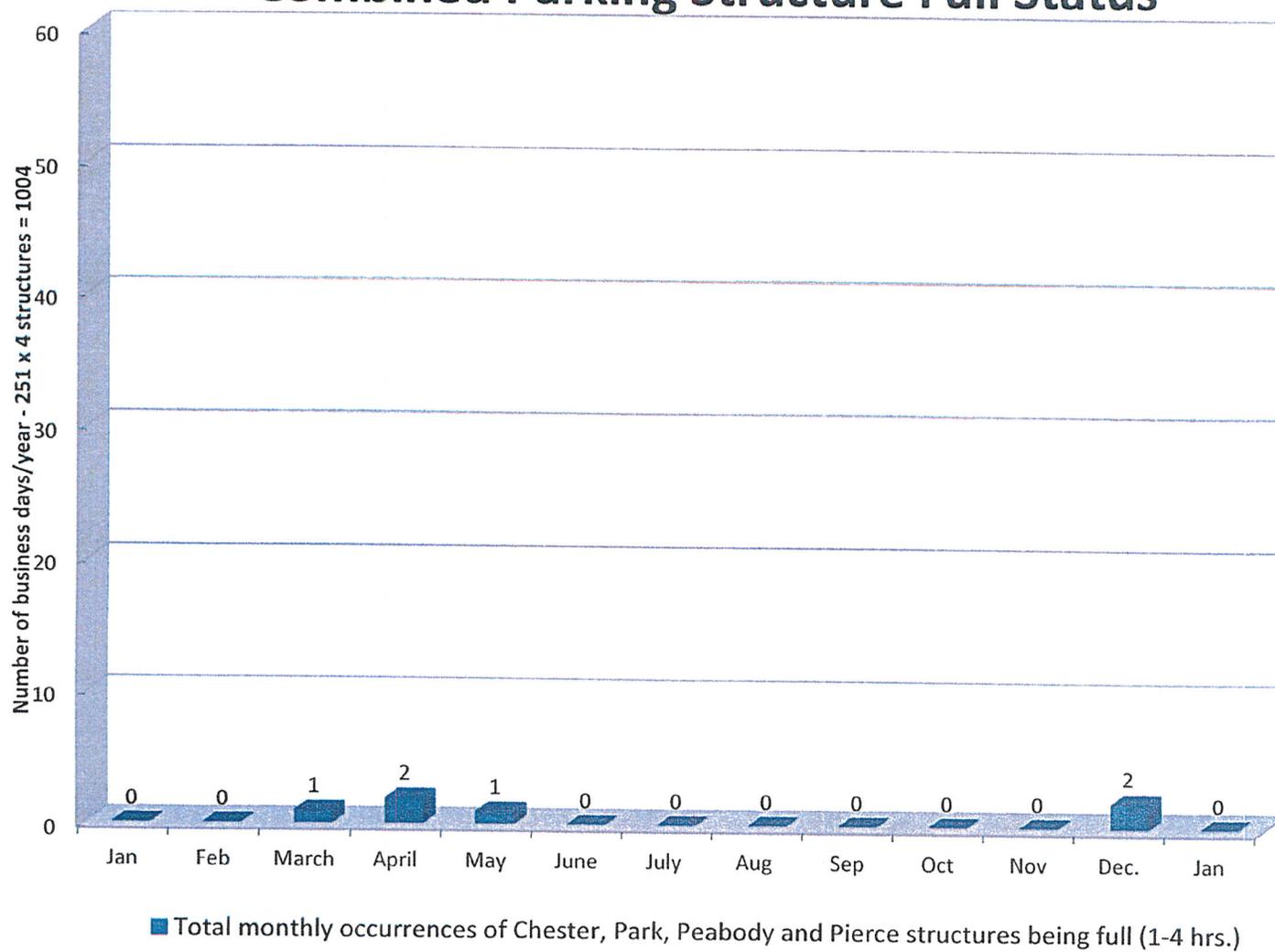
Available Spaces

JANUARY 2019

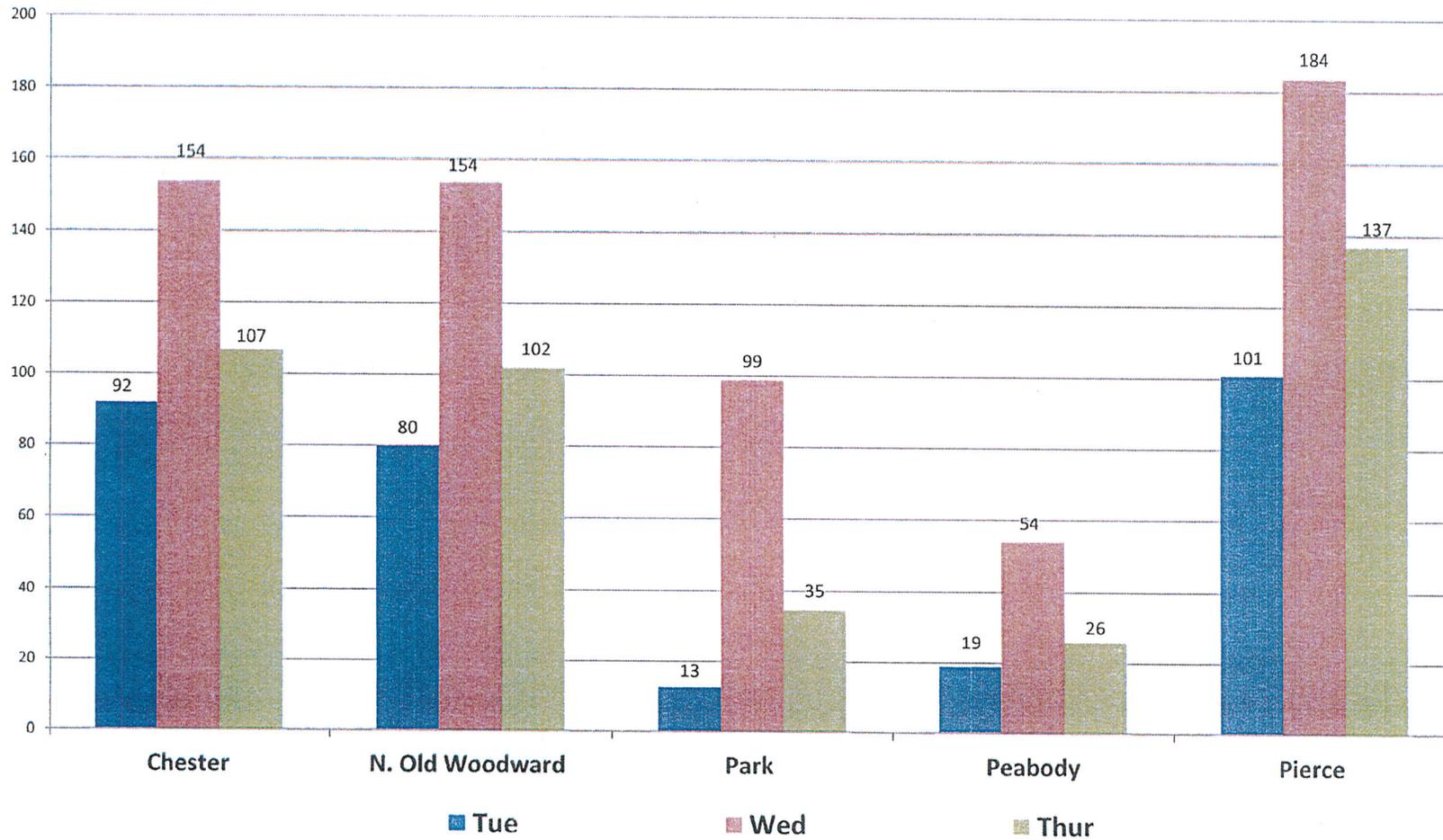
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
		1 Holiday-Closed	2 Chester-102 N.O.W.-162 Park-77 Peabody-37 Pierce-233	3 Chester-94 N.O.W.-85 Park-3 Peabody-8 Pierce-126	4	5	
6	7	8 Chester-68 N.O.W.-70 Park-9 Peabody-18 Pierce-73	9 Chester-53 N.O.W.-43 Park-5 Peabody-14 Pierce-93	10 Chester-56 N.O.W.-34 Park-9 Peabody-13 Pierce-117	11	12	
13	14	15 Chester-93 N.O.W.-88 Park-10 Peabody-3 Pierce-83	16 Chester-48 N.O.W.-53 Park-14 Peabody-12 Pierce-	17 Chester-89 N.O.W.-61 Park-9 Peabody-14 Pierce-	18	19	
20	21	22 Chester-99 N.O.W.-58 Park-15 Peabody-9 Pierce-98	23 Chester-181 N.O.W.-156 Park-76 Peabody-29 Pierce-148	24 Chester-77 N.O.W.-80 Park-57 Peabody-18 Pierce-80	25	26	
27	28	29 Chester-108 N.O.W.-104 Park-19 Peabody-47 Pierce-150	30 Chester-384 N.O.W.-354 Park-324 Peabody-177 Pierce-260	31 Chester-221 N.O.W.-248 Park-98 Peabody-76 Pierce-225			
		Notes:					

Jan. 2018 - Jan. 2019

Combined Parking Structure Full Status

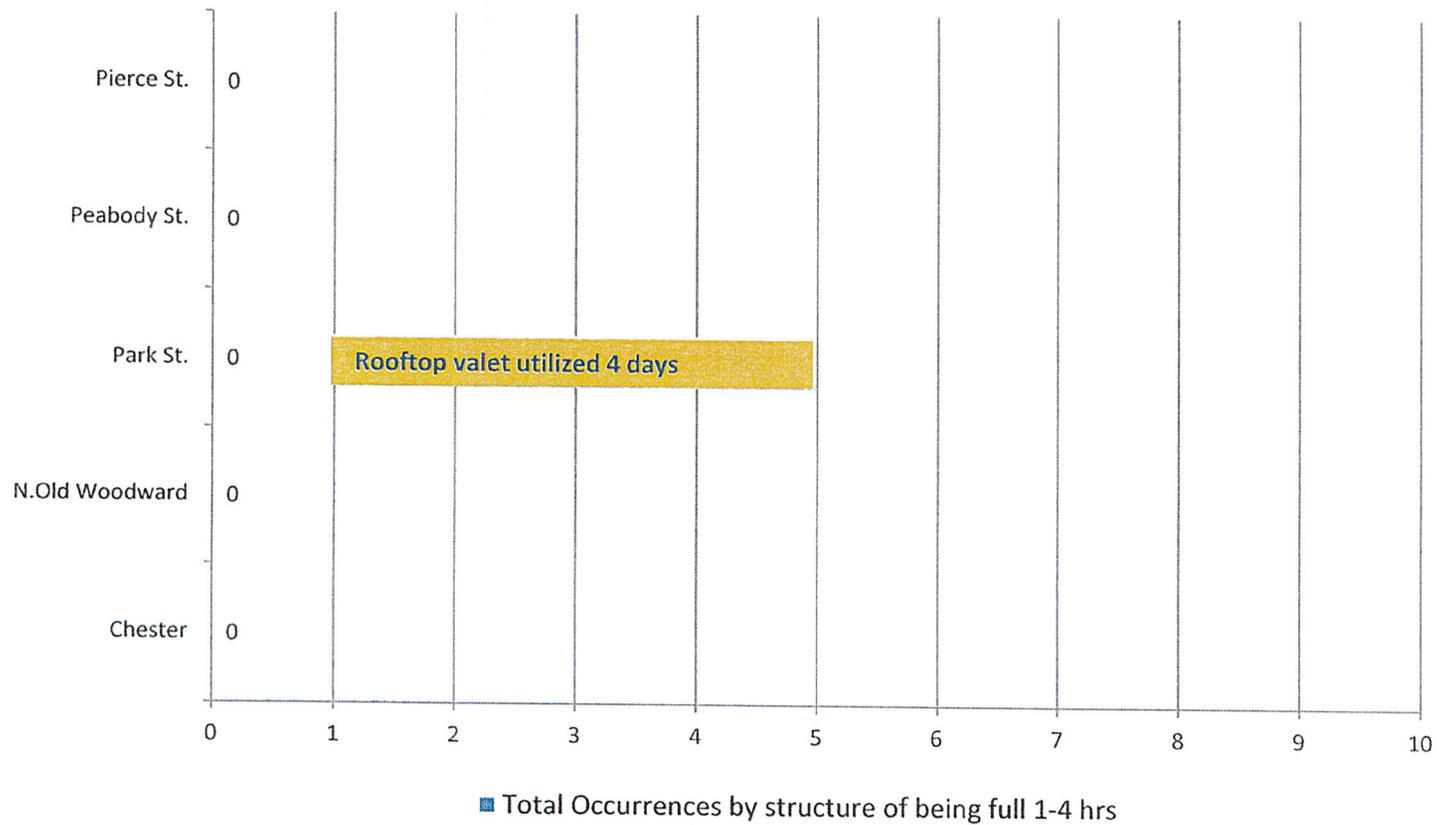


Structure Occupancy at 1 pm Tuesday-Thursday Average Available Spaces - January 2019

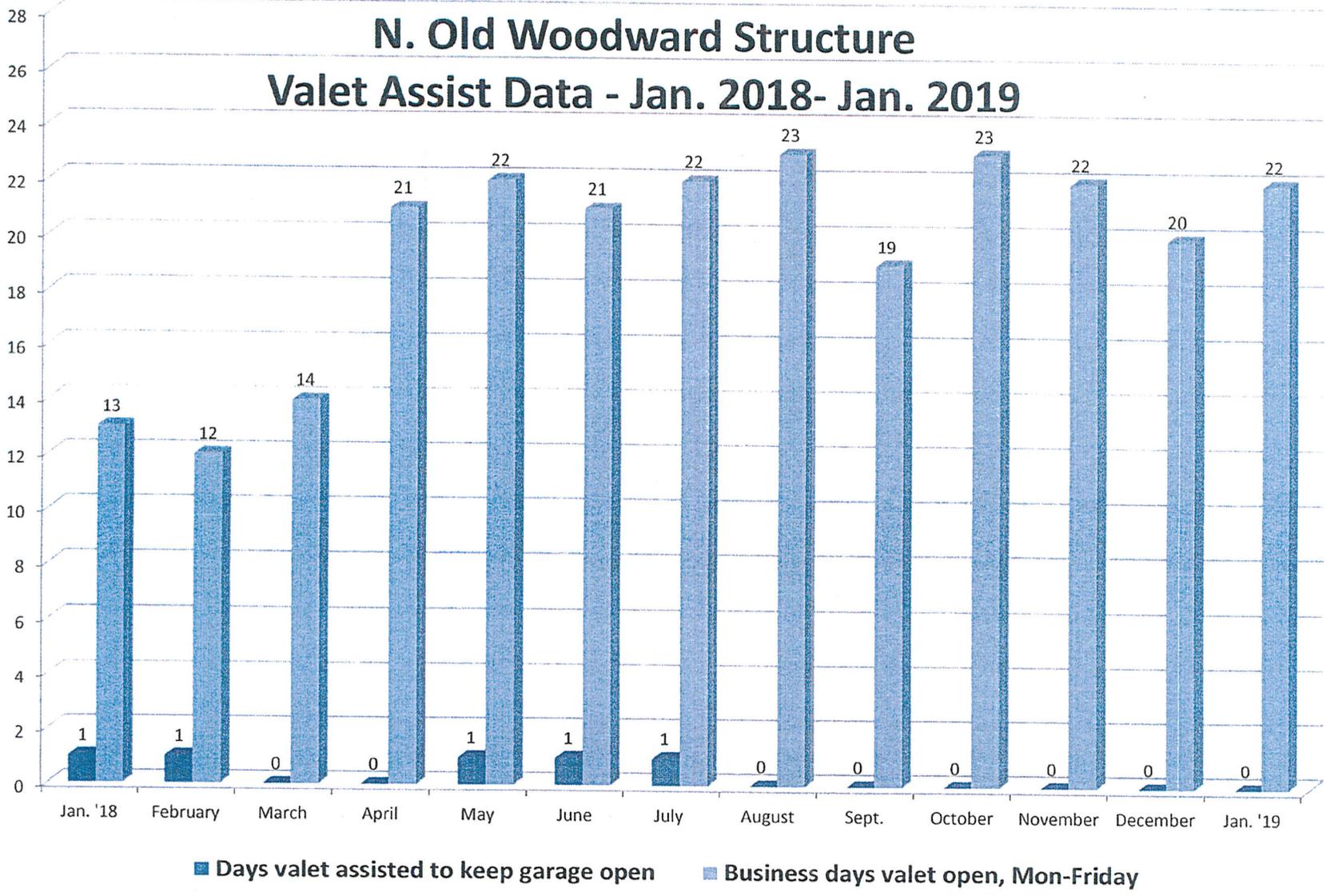


Parking Full Status by Structure

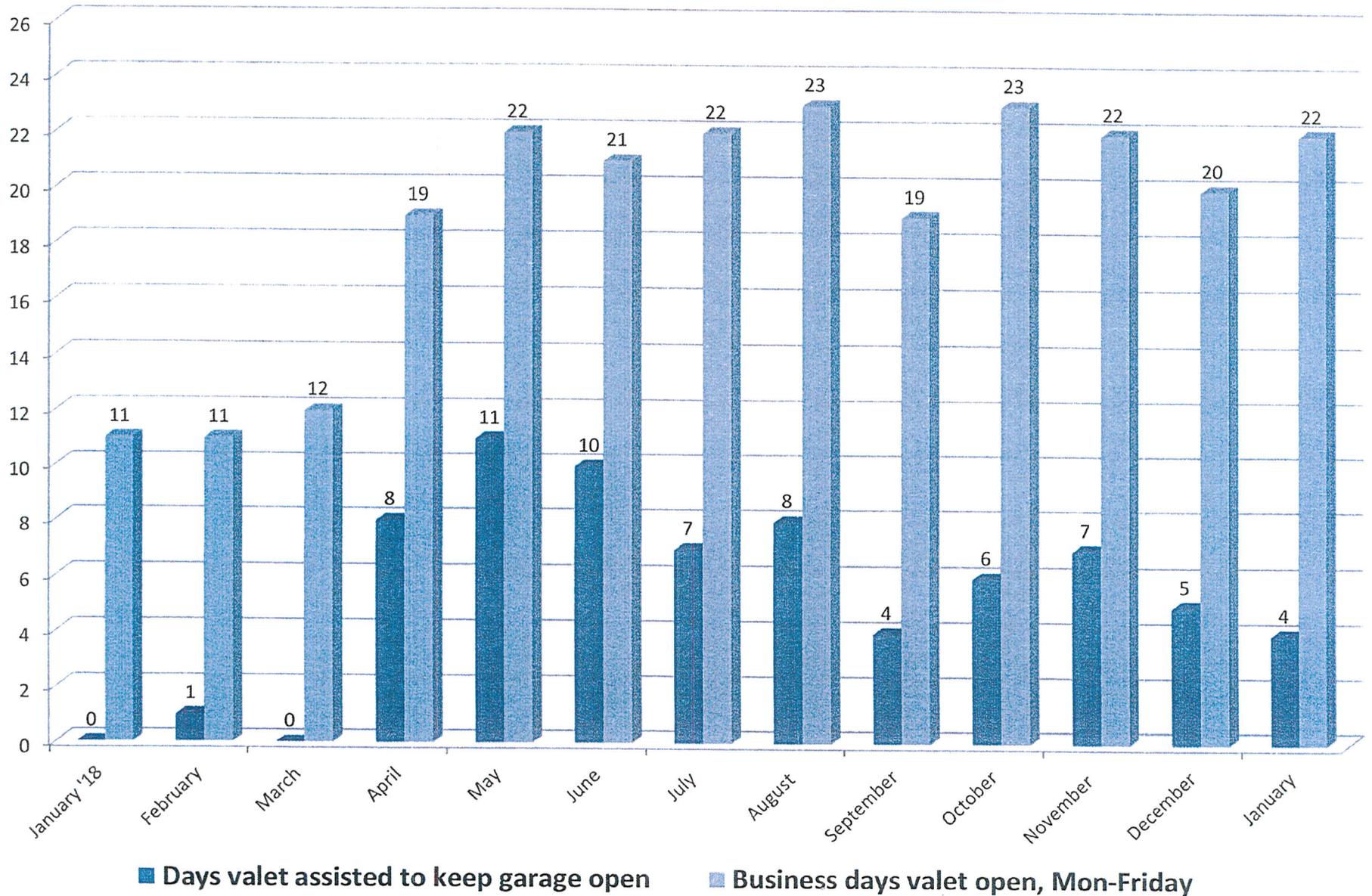
January 2019 Business Days Only (M-Friday)



N. Old Woodward Structure Valet Assist Data - Jan. 2018- Jan. 2019



Park Street Structure Valet Assist Data - Jan. 2018 - Jan. 2019



Birmingham Principal Shopping District Board

Voucher List For: 03/07/2019

Early Rel	Vendor	Description	Account	Amount
	21ST CENTURY MEDIA - MICHIGAN	RESTAURANT WEEK ADVERTISING	MARKETING & ADVERTISING	1,000.00
	ARTECH PRINTING INC	BUSINESS CARDS FOR INGRID	OPERATING SUPPLIES	87.00
	BEIER HOWLETT P.C.	RETAIL CONSULTANT RFP CONSULTATION	OTHER LEGAL	117.30
	BIRMINGHAM PUBLIC SCHOOLS	RESTAURANT WEEK POSTERS	MARKETING & ADVERTISING	21.00
	C & G PUBLISHING INC	VALENTINES DAY AD	MARKETING & ADVERTISING	477.40
	COSTAR REALTY INFORMATION, INC	ONLINE RETAIL SERVICES	TENANT RECRUITMENT	680.00
	DEERE ELECTRIC INC	PERMIT FOR WINTER MARKT	SPECIAL EVENTS	150.00
	ENTERCOM COMMUNICATIONS CORP	RESTAURANT WEEK ADVERTISING	MARKETING & ADVERTISING	1,950.00
	INGRID TIGHE	MILEAGE FOR ICSC CONFERENCE	CONFERENCES & WORKSHOPS	24.24
	KROGER COMPANY	POP AND COOKIES FOR DPS LUNCH	SPECIAL EVENTS	26.37
	MERNA LYN	SHAIN PARK GRANITE BALLS YARN BOMBING	SPECIAL EVENTS	61.50
	NICK'S MAINTENANCE SERVICE	MARCH SNOW BILLING	SNOW REMOVAL CONTRACT	9,908.01
	OFFICE DEPOT INC	MISC SUPPLIES	OPERATING SUPPLIES	45.84
	RACHEL WINER	FEBRUARY 11-MARCH 11 SOCIAL MEDIA MANAGEMENT	MARKETING & ADVERTISING	850.00
	STREETSIDE SEAFOOD	MARKETING MEETING	MARKETING & ADVERTISING	66.78
	TASTE THE LOCAL DIFFERENCE	FARMERS MARKET ADVERTISING	MARKETING & ADVERTISING	100.00
	WDIV/TV4	RESTAURANT WEEK ADVERTISING	MARKETING & ADVERTISING	1,000.00
	WINTERGREEN CORPORATION	BRANCH EXTENSIONS FOR THE CHRISTMAS TREE	MAINTENANCE SHOPPING DIST	14,428.52
	WXYZ/TV 7	RESTAURANT WEEK ADVERTISING	MARKETING & ADVERTISING	700.00
*	JAIMI BROOK	DPS APPRECIATION LUNCH	SPECIAL EVENTS	290.43
*	GREAT OUTDOOR MOVIES	EQUIPMENT FOR WINTER MARKT	SPECIAL EVENTS	3,285.00
*	INGRID TIGHE	CANDY FOR PROMO MAILING	TENANT RECRUITMENT	311.66
*	JAIMI BROOK	MILEAGE FOR MARKET MANAGER CERTIFICATION PROGRAM	SPECIAL EVENTS	121.80
*	THE COMMUNITY HOUSE	TABLE AT BATES STREET SOCIETY DINNER	PUBLIC RELATIONS	2,500.00
*	SP+ CORPORATION	EMPLOYEE PARKING	OTHER CONTRACTUAL SERVI	100.00

Birmingham Principal Shopping District Board
 Voucher List For: 03/07/2019

Early Rel	Vendor	Description	Account	Amount
*	VERIZON WIRELESS	CELL PHONE BILL FOR INGRID TELEPHONE AND JAIMI		101.48

Total: \$ 38,404.33

Journal Entries

Wufoo – online forms annual subscription	\$ 169.00
Facebook – boosted Valentines Day post	500.00
Petty cash – misc. supplies	33.91
Petty Cash – misc. special event expenses	94.98

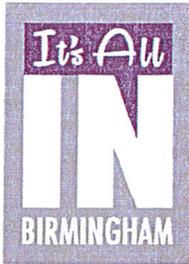
Total Journal Entries \$ 797.89

TOTAL VOUCHERS AND JOURNAL ENTRIES \$ 39,202.22

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

Board Chair _____

Date _____



The Shopping District

MEMORANDUM

DATE: March 7, 2019

TO: Birmingham Shopping District Board

FROM: Ingrid Tighe, Executive Director

SUBJECT: New Business Item 8A Social Media Services Agreement

The BSD released a Request for Proposals (RFP) for social media services to assist the BSD in building the audience for the Birmingham Shopping District's initiatives, events, programs, and downtown businesses. The BSD accepted bids in January 2019 and the BSD marketing committee reviewed proposals and conducted interviews of the top candidates in February. The BSD received 19 proposals and the top 3 companies were Marx Layne and Co., PaigeLarson Consulting, and Social Motto.

After thorough review, the committee selected PaigeLarson Consulting as the number one candidate at a price of \$25,000 per year.

Suggested Action- New Business Item 8B:

To approve the agreement with PaigeLarson Consulting for social media services to assist the BSD in building the audience for the Birmingham Shopping District's initiatives, events, programs, and downtown businesses.

ATTACHMENT A - AGREEMENT
For Social Media Services

This AGREEMENT, made this _____ day of _____, 2019, by and between the BIRMINGHAM SHOPPING DISTRICT (hereinafter sometimes called "BSD"), having its principal municipal office at 151 Martin Street, Birmingham, MI, and Paigelarson, having its principal office at 470 Lakser Road (hereinafter called "Consultant"), provides as follows: Bloomfield Hills, MI 48301

WITNESSETH:

WHEREAS, the BSD has heretofore advertised for bids for the procurement and performance of social media services to build the audience for the Birmingham Shopping District's initiatives, events, programs, downtown businesses and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Consultant has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform social media services to build the audience for the Birmingham Shopping District's initiatives, events, programs, and downtown businesses.

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform social media services to build the audience for the Birmingham Shopping District's initiatives, events, programs, downtown businesses. The Consultant's cost proposal dated January 14, 2019 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto.
2. The Consultant's Proposal shall be incorporated herein by reference, shall become a part of this Agreement, and shall be binding on the parties hereto. In the event there is a conflict between the Proposal and this Agreement, this Agreement shall control.
3. This Agreement shall be for a one (1) year term commencing on the date the BSD executes this Agreement. The Agreement may be affirmatively renewed each year through BSD Board approval. If changes to the existing terms are sought, an amendment to the Agreement must be prepared and signed before any changes are effective.
4. Notwithstanding the foregoing term, either party may terminate this Agreement for any or no reason upon a thirty day (30) notice to the other party. If the BSD terminates the Agreement under this paragraph, Consultant will be compensated for any work already performed up to the date of termination. However, Consultant

perform any new work or incur new costs after the BSD's notice of termination unless specifically authorized by the BSD.

5. The BSD shall pay the Consultant for the performance of this Agreement in an amount not to exceed \$2,083/mo, as set forth in the Consultant's Paigelarson, 2019 cost proposal. \$25,000/yr.
6. This Agreement shall commence upon execution by both parties, unless the BSD exercises its option to terminate the Agreement in accordance with the Request for Proposals.
7. The Consultant shall employ personnel of good moral character and fitness in performing all services under this Agreement.
8. The Consultant and the BSD agree that the Consultant is acting as an independent Consultant with respect to the Consultant'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 Consultant nor its employees shall be construed as employees of the City of Birmingham ("City") or BSD. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the BSD nor the Consultant 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 Consultant shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City and BSD, or be deemed an employee of the City or BSD for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.
9. The Consultant 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 Consultant recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the BSD. Therefore, the Consultant agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Consultant 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 Consultant further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement. Some retailers may require the use of a Non-Disclosure Agreement (NDA). In the case of a NDA, Consultant agrees to keep information pertaining to the retailer and transaction confidential as specified by the parameters of the NDA.

10. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Consultant 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 Consultant without the prior written consent of the BSD. Any attempt at assignment without prior written consent shall be void and of no effect.
13. The Consultant agrees that neither it nor its sub-Consultants 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 Consultant shall inform the BSD of all claims or suits asserted against it by the Consultant's employees who work pursuant to this Agreement. The Consultant shall provide the BSD with periodic status reports concerning all such claims or suits, at intervals established by the BSD.
14. The Consultant shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the BSD.
15. The Consultant shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:
 - A. Workers' Compensation Insurance: Consultant 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. (Not required for sole proprietors)
 - B. Commercial General Liability Insurance: Consultant 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 Consultants Coverage; (D) Broad Form General Liability Extensions or equivalent.
 - C. Motor Vehicle Liability: Consultant shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault

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

- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: Birmingham Shopping District, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Consultant will provide service that are customarily subject to this type of coverage.
- F. Owners Consultants Protective Liability: The Consultant shall procure and maintain during the life of this contract, an Owners Consultants Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The Birmingham Shopping District shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- G. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Birmingham Shopping District, 151 Martin Street, Birmingham, MI 48009.
- H. Proof of Insurance Coverage: Consultant shall provide the BSD at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the BSD, as listed below.
- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

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

16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

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

CONSULTANT
PAIGELARSON Consulting
Paige Leventis
470 Lahser Road
Bloomfield Hills, MI 48301

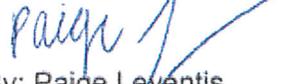
17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be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

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

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

WITNESS:

CONSULTANT:

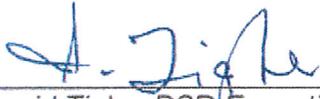


By: Paige Leventis
Title: Founder and CEO

BIRMINGHAM SHOPPING DISTRICT

By: _____
Geoffrey Hockman
Title: BSD Chairman

Approved:



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



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

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

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

ATTACHMENT B - BIDDER'S AGREEMENT
For Social Media Services

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

<hr/> <p>PREPARED BY (Print Name) paige leventis Founder</p>	<hr/> <p>DATE January 14, 2019</p>
<hr/> <p>TITLE</p>	
<hr/> <p>AUTHORIZED SIGNATURE </p>	<hr/> <p>E-MAIL ADDRESS paige@paigelarson.com</p>
<hr/> <p>COMPANY PAIGELARSON CONSULTING</p>	
<hr/> <p>ADDRESS 470 Lanseer Road</p>	<hr/> <p>PHONE 248-840-6942</p>
<hr/> <p>NAME OF PARENT COMPANY</p>	<hr/> <p>PHONE</p>
<hr/> <p>ADDRESS</p>	

ATTACHMENT C - COST PROPOSAL

For Social Media Services

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

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

COST PROPOSAL	
ITEM	BID AMOUNT
Materials & Equipment	\$
Labor	\$25,000 FOR YR (\$2,083 PER MONTH)
Miscellaneous (Attach Detailed Description)	SOCIAL MEDIA AD PLACEMENTS WILL BE REIMBURSED TO CONSULTANT ON MONTHLY BASIS AND NOT TO EXCEED \$10,000 TOTAL FOR YEAR
TOTAL BID AMOUNT	\$25,000
ADDITIONAL BID ITEMS	
	\$
	\$
GRAND TOTAL AMOUNT	\$25,000

UNIT COST BID ITEMS	
	\$ per

Firm Name PAIGELARSON Consulting

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For Social Media Services

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

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

paige Leventis
PREPARED BY (Print Name) DATE
January 14, 2019

FOUNDER
TITLE

paige /
AUTHORIZED SIGNATURE E-MAIL ADDRESS
paige@paigelarson.com

PAIGELARSON CONSULTING
COMPANY

470 Lansev Road Bloomfield Hills, MI 48301 (248) 940-6942
ADDRESS PHONE

NAME OF PARENT COMPANY PHONE

ADDRESS

TAXPAYER I.D.#



The Shopping District

MEMORANDUM

DATE: March 7, 2019
TO: Birmingham Shopping District Board
FROM: Ingrid Tighe, Executive Director
SUBJECT: New Business Item 8B Third Party Retail Recruiting Agreement

The BSD released a Request for Proposals (RFP) for third party retail recruiting services to assist the BSD in recruiting national and regional retailers and work with them to locate and establish a retail operation within the commercial space in the downtown Birmingham Shopping District. The BSD accepted bids in February 2019 and the BSD business development committee reviewed proposals and conducted interviews of the candidates. The BSD received 4 proposals from the following applicants:

Retail Strategies	Justin Lindsey
Indigo	Jeffrey Higgins
CC Consulting	Cindy Ciura
Retail Outreach	Matthew Tate

After thorough review, the committee selected CC Consulting as the number one candidate.

Suggested Action- New Business Item 8B:

To approve the agreement with CC Consulting for third party retail recruiting of national and regional retailers and work with them to locate and establish a retail operation within the commercial space in the downtown Birmingham Shopping District.

ATTACHMENT A - AGREEMENT
For Third Party Retail Recruiter

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

WITNESSETH:

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

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

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

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

4. Notwithstanding the foregoing term, either party may terminate this Agreement for any or no reason upon a thirty day (30) notice to the other party. If the BSD terminates the Agreement under this paragraph, Recruiter will be compensated for any work already performed up to the date of termination. However, Recruiter shall not perform any new work or incur new costs after the BSD's notice of termination unless specifically authorized by the BSD.
5. The BSD shall pay the Recruiter for the performance of this Agreement in an amount not to exceed \$ 25,000 + insurance, as set forth in the Recruiter's 2/27/2019, 2019 cost proposal. This fee will be paid in the form of a monthly retainer and under specific circumstances a negotiated additional fee as set forth in Attachment D. Under the agreement, Recruiter may not collect a commission, bonus, fees or any other type of payment from other parties other than the BSD.
6. This Agreement shall commence upon execution by both parties, unless the BSD exercises its option to terminate the Agreement in accordance with the Request for Proposals.
7. The Recruiter shall employ personnel of good moral character and fitness in performing all services under this Agreement.
8. The Recruiter and the BSD agree that the Recruiter is acting as an independent Recruiter with respect to the Recruiter's role in providing services to the BSD pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Recruiter nor its employees shall be construed as employees of the City of Birmingham ("City") or BSD. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the BSD nor the Recruiter shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Recruiter shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City and BSD, or be deemed an employee of the City or BSD for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.
9. The Recruiter acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Recruiter recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the BSD. Therefore, the Recruiter agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Recruiter shall inform its employees of the confidential or proprietary nature of such information

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

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

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

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- I. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Recruiter shall deliver renewal certificates and/or policies to the BSD at least (10) days prior to the expiration date.
- J. Maintaining Insurance: Upon failure of the Recruiter to obtain or maintain such insurance coverage for the term of the Agreement, the BSD may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the BSD shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
13. To the fullest extent permitted by law, the Recruiter and any entity or person for whom the Recruiter is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the BSD, the BSD and City elected and appointed officials, employees and volunteers and others working on behalf of the BSD and City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the BSD, its elected and appointed officials, employees, volunteers or others working on behalf of the BSD, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the BSD.
14. If, after the effective date of this Agreement, any official of the BSD or City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Recruiter, the City shall have the right to terminate this Agreement without further liability to the Recruiter if the disqualification has not been removed within thirty (30) days after the City has given the Recruiter notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

15. If Recruiter fails to perform its obligations hereunder, the BSD may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

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

RECRUITER
(Insert Recruiter Information)

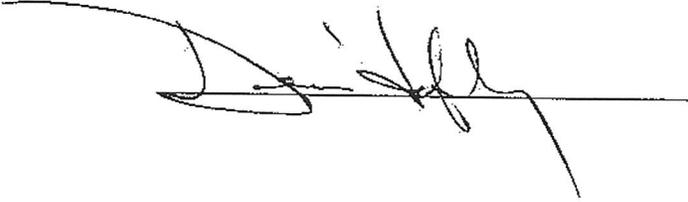
CC Consulting
7 West Square Lake Rd.
Bloomfield Hills, MI 48302
248-759-2358

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

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

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

WITNESS:



RECRUITER:

By: Bindy Piura
Title: principal

BIRMINGHAM SHOPPING DISTRICT

By: _____
Geoffrey Hockman
Title: BSD Chairman

Approved:



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

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

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

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

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

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

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

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

principal
TITLE

(Cindy Ciura) cindy@ccofdetroit.com
AUTHORIZED SIGNATURE E-MAIL ADDRESS

CC Consulting
COMPANY

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

same 248-758-2358
NAME OF PARENT COMPANY PHONE

ADDRESS

ATTACHMENT C - COST PROPOSAL
For Third Party Retail Recruiter

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

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

COST PROPOSAL	
ITEM	BID AMOUNT
Materials & Equipment	\$
Labor	\$25,000.00 (2083.33/month)
Miscellaneous (Attach Detailed Description)	\$ agreed upon insurance coverage
TOTAL BID AMOUNT	\$
ADDITIONAL BID ITEMS	
	\$
	\$
GRAND TOTAL AMOUNT	\$ 25,000 + insurance
UNIT COST BID ITEMS	
	\$ per

Firm Name C C Consulting

Authorized signature  Date 2/27/19

ATTACHMENT D – INCENTIVE COMPENSATION CHART
For Third Party Retail Recruiter

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

Fiscal Year Incentive Compensation Chart

Annual budget: \$25,000 = Input Cell
 Base Incentive \$8,000

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

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

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

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

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

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

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

principal
TITLE

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

CC Consulting
COMPANY

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

same 248-758-2358
NAME OF PARENT COMPANY PHONE

ADDRESS

33-1124503
TAXPAYER I.D.#

**MEMORANDUM OF UNDERSTANDING
REGARDING RETAIL CONSULTANT**

This Memorandum of Understanding is made this _____ day of _____, 2019 and is being entered into by the retail consultant _____, (hereinafter referred to as "Consultant"), the Birmingham Shopping District (hereinafter referred to as "District"), and the County of Oakland (hereinafter referred to as "Oakland"). The parties agree as follows:

RECITALS

WHEREAS, the parties herein wish to memorialize their understanding as to the services to be rendered by the Consultant to all parties.

NOW, THEREFORE, THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING AGREE TO THE FOLLOWING:

1. The Consultant will be under contract with both the District and the County to provide retail consultant services for both.
2. The parties wish to acknowledge that they understand the dual roles the Consultant has undertaken, and the County and District have no objections to the same.
3. The County and District represent that there is no non-compete clause in either contract restricting the ability of the Consultant to serve both the County and the District.
4. This represents the entire understanding between the parties.

RETAIL CONSULTANT

By: _____

BIRMINGHAM SHOPPING DISTRICT

By: _____

COUNTY OF OAKLAND

By: _____



The Shopping District

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

BSD COMMITTEES
MONTHLY MEETING SCHEDULE
MARCH 2019

<u>BSD BOARD</u>	<u>THURS 3/7 @ 8:00 AM – COMMUNITY HOUSE</u>
<u>MAINTENANCE/CAPITAL IMPROVEMENTS</u>	<u>TUESDAY 3/12 @ 12:00 PM – CITY HALL</u>
<u>SPECIAL EVENTS</u>	<u>FRIDAY 3/8 @ 8:30 AM – CITY HALL</u>
<u>MARKETING/ADVERTISING</u>	<u>THURSDAY 3/21 @8:30 AM – CITY HALL</u>
<u>BUSINESS DEVELOPMENT</u>	<u>THURSDAY 3/28 @ 8:00 AM – CITY HALL</u>
<u>EXECUTIVE</u>	<u>WEDNESDAY 3/6 @8:00 AM – CITY HALL</u>

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).

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													2	0	100%
Samy Eid	P	P													2	0	100%
Doug Fehan	A	A													0	2	0%
Geoffrey Hockman	P	A													1	1	50%
Zachary Kay	P	P													2	0	100%
Amy Pohlod	P	A													1	1	50%
Steve Quintal	P	P													2	0	100%
Bill Roberts	P	P													2	0	100%
Judy Solomon	P	P													2	0	100%
Sam Surnow	A	P													1	1	50%
Joe Valentine	P	P													2	0	100%
															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Present or Available	9	8	0	0	0	0	0	0	0	0	0	0	0	0			

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

 Department Head Signature