



The Shopping District

**Birmingham Shopping District Agenda
Thursday May 2, 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 April 4, 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 – March
 - e. Chamber Report
 - f. Community House Report
6. Approval of Vouchers
7. Unfinished Business
8. New Business
 - a. Agreement with Wahl Tents for Winter Markt Tents
 - b. Agreements for Santa Claus Performances 2019
 - c. Top Hats and Tails Carriage Rides 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, April 4, 2019 8:00 a.m.
The Community House
Birmingham, MI 48009

Minutes of the meeting of the Birmingham Shopping District Board held Thursday, April 4, 2019, at 8:04 a.m. in The Community House.

1. CALL TO ORDER AND ROLL CALL OF BOARD

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

ABSENT: Hockman

ALSO PRESENT:

ADMINISTRATION: Tighe, Brook

2. RECOGNITION OF VISITORS

Caroline Campbell

3. APPROVAL OF MINUTES

MOTION: Motion by Quintal, seconded by Valentine to approve the minutes dated March 7, 2019.

VOTE: Yeas, 10 Nays, 0 Absent, 1

4. BOARD MEMBER COMMENTS

5. REPORTS

a. FINANCE REPORT – TIGHE

Tighe shared that 94% of the special assessment has been collected. This is a very good percentage. Treasury will send delinquent notices to those who have not yet paid since they were due on March 5th.

We are 2/3 of the way through the fiscal year and revenue and expenses are both on track. The cash flow report shows some variances due to the fact that some of the assessments come in later.

b. EXECUTIVE DIRECTOR REPORT - TIGHE

Tighe updated the board that she has received numerous applications for the special events assistant and will be holding interviews this week for the position.

c. COMMITTEE REPORTS:

SPECIAL EVENTS - ASTREIN

Astrein reported that there may be some changes to the branding and format of Restaurant Week next year.

He shared that Wells Fargo has increased their Winter Markt sponsorship from \$5,000 in 2018 to \$7,500 in 2019. He also updated the group that WM plans for 2019 include having marshmallow roasting and an improved sound system.

He mentioned that the public arts board is planning to hold an Art in the Alley event and there may be an opportunity to work with them. This is not related to the work being done on the alleys.

The committee is also exploring the idea of having different fun activities happening each Thursday evening in the summer.

MARKETING & ADVERTISING - POHLOD

Pohlod updated everyone that the Birmingham Magazine that will be coming out in May is the last one under the current contract.

She shared that the committee voted that they would like to produce one substantial magazine once a year rather than produce three small issues throughout the year. There is still the possibility that there would be supplements at other times during the year or even an insert into another time of the year.

The committee will put together an RFP for one magazine per year. The marketing committee will share this information at the upcoming merchant meeting and solicit input from fellow merchants. Based on feedback from the merchants, the marketing committee will then make a formal recommendation to the board at the May meeting.

Pohlod also reported that Paige Larson has started as the new social media consultant. She has put together a 90-day plan and is working to come up with a more cohesive vision of branding. There will be monthly meetings to talk about what is and what is not working.

The committee will continue to look at different aspects of the marketing plan to make sure that all platforms share the same lifestyle feel.

Pohlod also said that they may create subcommittees to allow for more focus and to get more accomplished. She also shared that they are working on building better photo libraries so they have what they want for future promotional pieces.

MAINTENANCE/CAPITAL IMPROVEMENTS - QUINTAL

Quintal explained that the committee continues to look at ways to save money. An example of this is by finding a new vendor to hang the lights over Merrill Street that will save approximately \$4,000 a year.

Cost analysis was conducted on whether to have DPS water the downtown flowers or contract a third party. The decision was made to continue to have DPS handle watering as the price was essentially the same and DPS is familiar with our watering strategy already.

BUSINESS DEVELOPMENT - SURNOW

Surnow reported that the new consultant, Cindy Ciura, has her own list of prospects, some of which coincide with the Buxton list. He shared that the contract has been signed. They had been waiting for a memo of understanding from Oakland County. Although the county said it was not a problem, they did not give her a memo. Instead, she submitted a copy of her contract which shows that she is free to work with other groups.

Tighe added that Ciura has a non-disclosure agreement that continues even if her contract with the BSD ends.

Surnow shared that MooseJaw will be opening soon on Maple and that there will be a broker roundtable meeting at Startup Nation on May 8th which is a week before ICSC.

Quintal stated that he thinks the broker meeting will be a good opportunity to introduce Ciura to the broker community.

The committee is looking into Uber and/or Lyft promotions for people coming into Birmingham. Valentine shared that these programs are more common on the west coast and there are models of how to do them that we might be able to copy.

Fehan suggested talking to Hazel, Ravines and Downtown to see if they feel that their reimbursement program is driving business. Valentine said that it is an ongoing evolution. We need to try different things to see what is successful. Tighe shared that she thinks it would be good for public relations.

There will be a merchant meeting on Wednesday, April 17th at 8:30 a.m. at Willow and Fernn.

EXECUTIVE BOARD REPORT

No report given

d. PARKING REPORT - VALENTINE

Valentine gave an update that Lot 6 will expansions will be taking place late April – early May. Approximately 30 parking spaces will be added as well as an enhanced river access feature and more lighting,

Bids on an RFP for a parking system operator have been received. A recommendation will be made to commission soon.

Plans are moving forward for the new structure and mixed use development. The lot now has 750 spaces. The new plans have 1300 spaces. It will go before commission later this month.

Fehan asked if the sensors on the new parking meters are operational. Valentine answered that yes, they are and they are working with a vendor to analyze the data that is being collected.

Pohlod shared that she often hears from customers that ParkMobile is not working. Valentine said that he has not heard that, but he can look into it.

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 Fehan, seconded by Pohlod to approve the vouchers, as submitted, dated April 4, 2019.

VOTE: Yeas, 10 Nays, 0 Absent, 1

7. UNFINISHED BUSINESS

8. NEW BUSINESS

9. INFORMATION

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

10. PUBLIC COMMENTS

11. ADJOURNMENT – 8:53 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	892,960.23
247-000.000-028.0000	MISCELLANEOUS	27,966.22
247-000.000-028.9999	ALLOW FOR DOUBTFUL ACCTS.	(1,613.72)
247-000.000-045.0884	PSD SPEC ASSESS 18-19 #884	68,587.29
247-000.000-048.0870	PSD DELQ SAD 2017-2018 AR	2,108.56
Total Assets		990,258.58
*** Liabilities ***		
247-000.000-200.0000	SUSPENSE ACCOUNT	180.54
247-000.000-202.0000	ACCOUNTS PAYABLE	33,148.95
247-000.000-255.0001	GIFT CERTIFICATES	1,525.00
247-000.000-367.0300	DEFER. INFLOWS - MISCELLANEOUS INV	26,352.50
247-000.000-367.0700	DEFER. INFLOWS - SPECIAL ASSESMEN	68,587.29
247-000.000-367.0800	DEFER. INFLOWS - DELQ SPECIAL ASSE	2,108.56
Total Liabilities		131,902.84
*** 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		218,233.90
Ending Fund Balance		858,355.74
Total Liabilities And Fund Balance		990,258.58

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REVENUE AND EXPENDITURE REPORT
 PERIOD ENDING 03/31/2019
 % Fiscal Year Completed: 75.07

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ACCOUNT	DESCRIPTION	2018-19 AMENDED BUDGET	ACTIVITY FOR MONTH 03/31/2019	YTD BALANCE 03/31/2019	ENCUMBERED YEAR-TO-DATE	% BDGT USED
Fund 247 - PRINCIPAL SHOPPING DISTRICT						
Dept 000.000						
Revenues						
USE OF FUND BALANCE						
400.0000	APPROP FUND BAL/RET EARN	135,330.00	0.00	0.00	0.00	0.00
USE OF FUND BALANCE						
		135,330.00	0.00	0.00	0.00	0.00
INTEREST AND RENT						
664.0000	INVESTMENT INCOME	6,390.00	858.52	5,476.95	0.00	85.71
INTEREST AND RENT						
		6,390.00	858.52	5,476.95	0.00	85.71
SPECIAL ASSESSMENTS						
672.0247	FUTURE SPECIAL ASSESSEMENTS - PSD	879,450.00	0.00	0.00	0.00	0.00
672.0870	PSD SPECIAL ASSESS REV 17-18 #870	17,850.00	0.00	6,994.88	0.00	39.19
672.0884	PSD SPEC ASSESS REVENUE 2018-2019	0.00	327,514.82	975,079.70	0.00	100.00
SPECIAL ASSESSMENTS						
		897,300.00	327,514.82	982,074.58	0.00	109.45
OTHER REVENUE						
676.0001	CONTR FROM PRIVATE SOURCE	190,000.00	12,190.00	166,087.21	0.00	87.41
677.0001	SUNDRY & MISCELLANEOUS	0.00	0.00	27.26	0.00	100.00
OTHER REVENUE						
		190,000.00	12,190.00	166,114.47	0.00	87.43
TOTAL REVENUES						
		1,229,020.00	340,563.34	1,153,666.00	0.00	93.87
Net - Dept 000.000						
		1,229,020.00	340,563.34	1,153,666.00	0.00	
Dept 298.000 - PUBLIC RELATIONS						
Expenditures						
PERSONNEL SERVICES						
702.0001	SALARIES & WAGES DIRECT	31,030.00	2,385.98	23,188.25	0.00	74.73
702.0003	LONGEVITY	450.00	0.00	0.00	0.00	0.00
706.0001	FICA	2,410.00	178.88	1,703.61	0.00	70.69
706.0002	HOSPITALIZATION	11,090.00	426.18	4,048.62	0.00	36.51
706.0007	WORKER'S COMPENSATION	100.00	5.53	53.77	0.00	53.77
706.0012	RETIREMNT-DEF CONTR EMPLR	2,840.00	226.67	2,098.54	0.00	73.89
706.0013	RET HLTH SVGS CONTR EMPLR	690.00	70.00	664.97	0.00	96.37
PERSONNEL SERVICES						
		48,610.00	3,293.24	31,757.76	0.00	65.33
TOTAL EXPENDITURES						
		48,610.00	3,293.24	31,757.76	0.00	65.33
Net - Dept 298.000 - PUBLIC RELATIONS						
		(48,610.00)	(3,293.24)	(31,757.76)	0.00	
Dept 441.005 - DOWNTOWN MAINTENANCE						
Expenditures						
PERSONNEL SERVICES						
702.0001	SALARIES & WAGES DIRECT	51,460.00	2,189.28	28,591.69	0.00	55.56
702.0002	OVERTIME PAY	22,350.00	1,281.54	17,905.90	0.00	80.12
702.0003	LONGEVITY	370.00	0.00	156.90	0.00	42.41
706.0001	FICA	5,490.00	258.50	3,515.95	0.00	64.04
706.0002	HOSPITALIZATION	10,640.00	417.24	7,399.04	0.00	69.54
706.0003	LIFE INSURANCE	190.00	13.58	143.25	0.00	75.39
706.0004	RETIRE CONTRIB HEALTH	11,920.00	833.97	7,940.25	0.00	66.61
706.0005	DENTAL/OPTICAL	1,200.00	69.47	597.03	0.00	49.75
706.0006	LT/ST DISABILITY	530.00	30.50	334.54	0.00	63.12
706.0007	WORKER'S COMPENSATION	1,370.00	61.43	705.75	0.00	51.51
706.0010	RETIREMENT EMPLOYER CNTB	7,970.00	432.90	4,641.39	0.00	58.24
706.0011	HRA BENEFIT	100.00	0.00	0.00	0.00	0.00
706.0012	RETIREMNT-DEF CONTR EMPLR	1,610.00	237.17	2,470.12	0.00	153.42
706.0013	RET HLTH SVGS CONTR EMPLR	930.00	68.33	887.85	0.00	95.47
PERSONNEL SERVICES						
		116,130.00	5,893.91	75,289.66	0.00	62.04
OTHER CHARGES						
941.0000	EQUIPMENT RENTAL OR LEASE	43,000.00	1,788.22	23,439.23	0.00	54.51
OTHER CHARGES						
		43,000.00	1,788.22	23,439.23	0.00	62.04

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REVENUE AND EXPENDITURE REPORT
 PERIOD ENDING 03/31/2019
 % Fiscal Year Completed: 75.07

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ACCOUNT	DESCRIPTION	2018-19 AMENDED BUDGET	ACTIVITY FOR MONTH 03/31/2019	YTD BALANCE 03/31/2019	ENCUMBERED YEAR-TO-DATE	% BDGT USED
Fund 247 - PRINCIPAL SHOPPING DISTRICT						
Expenditures						
TOTAL EXPENDITURES		159,130.00	7,682.13	98,728.89	0.00	62.04
Net - Dept 441.005 - DOWNTOWN MAINTENANCE						
		(159,130.00)	(7,682.13)	(98,728.89)	0.00	
Dept 748.000 - PRINCIPAL SHOPPING DISTRICT						
Expenditures						
PERSONNEL SERVICES						
702.0001	SALARIES & WAGES DIRECT	210,230.00	14,841.14	158,037.77	0.00	75.17
706.0001	FICA	16,090.00	1,086.80	11,845.25	0.00	73.62
706.0002	HOSPITALIZATION	43,930.00	3,378.62	36,306.25	0.00	82.65
706.0003	LIFE INSURANCE	950.00	72.34	687.23	0.00	72.34
706.0004	RETIRE CONTRIB HEALTH	5,620.00	467.67	4,209.03	0.00	74.89
706.0005	DENTAL/OPTICAL	2,010.00	153.98	1,462.83	0.00	72.78
706.0006	LT/ST DISABILITY	880.00	67.60	642.28	0.00	72.99
706.0007	WORKER'S COMPENSATION	660.00	58.80	607.84	0.00	92.10
706.0010	RETIREMENT EMPLOYER CNTB	2,340.00	194.75	1,752.75	0.00	74.90
706.0012	RETIREMNT-DEF CONTR EMPLR	8,790.00	713.60	6,553.86	0.00	74.56
706.0013	RET HLTH SVGS CONTR EMPLR	1,820.00	140.00	1,330.00	0.00	73.08
PERSONNEL SERVICES		293,320.00	21,175.30	223,435.09	0.00	79.02
OTHER CHARGES						
801.0200	OTHER LEGAL	3,000.00	445.74	2,428.11	0.00	80.94
802.0100	AUDIT	750.00	0.00	724.65	0.00	96.62
811.0000	OTHER CONTRACTUAL SERVICE	20,000.00	0.00	800.00	0.00	4.00
828.0300	PARKING VALET SERVICES	0.00	0.00	13,000.00	0.00	100.00
829.0100	SNOW REMOVAL CONTRACT	59,000.00	9,908.01	58,957.02	0.00	99.93
829.0200	WEB SITE MAINTENANCE	5,500.00	418.17	1,978.17	0.00	35.97
851.0000	TELEPHONE	1,750.00	101.46	803.25	0.00	45.90
901.0000	PRINTING & PUBLISHING	0.00	0.00	194.25	0.00	100.00
901.0400	MARKETING & ADVERTISING	125,000.00	13,055.62	115,801.60	0.00	92.64
901.0500	PUBLIC RELATIONS	10,000.00	0.00	8,357.55	0.00	83.58
903.0000	TENANT RECRUITMENT	100,000.00	6,650.33	31,601.56	0.00	31.60
904.0000	PRINTING PSD MAGAZINE	85,000.00	0.00	52,197.92	0.00	61.41
909.0000	SPECIAL EVENTS	200,000.00	7,735.53	171,476.50	0.00	85.74
933.0200	EQUIPMENT MAINTENANCE	1,200.00	0.00	723.55	0.00	60.30
935.0200	MAINTENANCE SHOPPING DIST	70,000.00	7,600.23	90,629.28	2,000.00	132.33
942.0000	COMPUTER EQUIPMENT RENTAL	18,160.00	1,513.33	13,619.97	0.00	75.00
944.0000	BUILDING OR FACILITY RENT	12,000.00	1,000.00	9,000.00	0.00	75.00
955.0100	TRAINING	1,000.00	0.00	450.69	0.00	45.07
955.0300	MEMBERSHIP & DUES	1,600.00	0.00	1,391.50	0.00	86.97
955.0400	CONFERENCES & WORKSHOPS	3,000.00	0.00	918.84	0.00	30.63
957.0400	LIAB INSURANCE PREMIUMS	4,500.00	375.00	3,375.00	0.00	75.00
OTHER CHARGES		721,460.00	48,803.42	578,429.41	2,000.00	78.09
SUPPLIES						
727.0000	POSTAGE	3,000.00	0.00	998.97	0.00	33.30
729.0000	OPERATING SUPPLIES	3,500.00	401.60	2,081.98	0.00	59.49
SUPPLIES		6,500.00	401.60	3,080.95	0.00	79.02
TOTAL EXPENDITURES		1,021,280.00	70,380.32	804,945.45	2,000.00	79.01
Net - Dept 748.000 - PRINCIPAL SHOPPING DISTRICT						
		(1,021,280.00)	(70,380.32)	(804,945.45)	(2,000.00)	
TOTAL REVENUES						
TOTAL REVENUES		1,229,020.00	340,563.34	1,153,666.00	0.00	93.87
TOTAL EXPENDITURES		1,229,020.00	81,355.69	935,432.10	2,000.00	76.27
NET OF REVENUES & EXPENDITURES		0.00	259,207.65	218,233.90	(2,000.00)	100.00

PRINCIPAL SHOPPING DISTRICT
CASH FLOW
FOR THE MONTH OF MARCH 2019

	<u>DESCRIPTION</u>	<u>PROJECTED</u>	<u>ACTUAL</u>	<u>VARIANCE</u>
	BEGINNING CASH BALANCE	\$ 828,043	\$ 632,373	\$ (195,670)
	CASH RECEIPTS:			
255.0001	Gift Certificates In	-	-	-
	Special Assessments	8,800	327,515	318,715
	Interest Income	860	859	(1)
	Special Event Revenue	<u>10,280</u>	<u>12,190</u>	<u>1,910</u>
	Sub-total cash receipts	19,940	340,564	320,624
	CASH DISBURSEMENTS:			
	OFFICE DISBURSEMENTS			
	PSD Personnel Costs	21,470	21,176	294
727.0000	Postage	-	-	-
729.0000	Supplies	280	167	113
801.0200	Legal	250	117	133
802.0100	Audit	-	-	-
811.0000	Other Contractual Service	90	-	90
933.0200	Equipment Maintenance	300	-	300
851.0000	Telephone	140	102	38
955.0100	Training	90	-	90
955.0300	Memberships & Dues	-	-	-
955.0400	Conferences & Workshops	-	24	(24)
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	25,505	24,474	1,031
	PROGRAM DISBURSEMENTS			
	DPS Downtown Maintenance	12,570	7,682	4,888
	Promotion Personnel Costs	3,520	3,293	227
255.0001	Gift Certificates Out	-	75	(75)
828.03	Valet Services	-	-	-
829.0100	Snow Removal	15,400	9,908	5,492
935.0200	Maintenance PSD	9,800	14,429	(4,629)
901.0000	Printing & Publishing	-	-	-
901.0400	Marketing & Advertising	5,000	11,424	(6,424)
901.0500	Public Relations	-	-	-
903.0000	Tenant Recruitment	8,330	700	7,630
909.0000	Special Events	-	7,974	(7,974)
904.0000	PSD Magazine	-	-	-
829.0200	Web Site Maintenance	<u>1,650</u>	<u>18</u>	<u>1,632</u>
	Sub-total Program Disbursements	<u>56,270</u>	<u>55,503</u>	<u>767</u>
	Total Disbursements	81,775	79,977	1,798
	INCREASE (DECREASE) IN CASH BALANCE	<u>(61,835)</u>	<u>260,587</u>	<u>322,422</u>
	ENDING CASH BALANCE	<u>\$ 766,208</u>	<u>\$ 892,960</u>	<u>\$ 126,752</u>

PRINCIPAL SHOPPING DISTRICT
ACTUAL CASH FLOW
FOR THE NINE MONTHS ENDED MARCH 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	1,009,339	101,159
	Interest Income	4,470	5,478	1,008
	Special Event Revenue	<u>158,720</u>	<u>192,775</u>	<u>34,055</u>
	Sub-total cash receipts	1,071,370	1,209,192	137,822
	CASH DISBURSEMENTS:			
	OFFICE DISBURSEMENTS			
	PSD Personnel Costs	214,730	235,073	(20,343)
727.0000	Postage	1,600	999	601
729.0000	Supplies	2,660	1,565	1,095
801.0200	Legal	2,250	2,040	210
802.0100	Audit	750	725	25
811.0000	Other Contractual Service	810	900	(90)
933.0200	Equipment Maintenance	900	723	177
851.0000	Telephone	1,300	905	395
955.0100	Training	750	451	299
955.0300	Memberships & Dues	960	1,392	(432)
955.0400	Conferences & Workshops	2,500	988	1,512
942.0000	Computer Equipment Rental	13,590	13,617	(27)
957.0400	Liability Insurance	3,375	3,375	-
944.0000	Building Rent	<u>9,000</u>	<u>9,000</u>	<u>-</u>
	Sub-total Office Disbursements	255,175	271,753	(16,578)
	PROGRAM DISBURSEMENTS			
	DPS Downtown Maintenance	114,700	103,263	11,437
	Promotion Personnel Costs	35,210	33,201	2,009
255.0001	Gift Certificates Out	-	75	(75)
828.03	Valet Services	73,900	33,170	40,730
829.0100	Snow Removal	53,400	49,049	4,351
935.0200	Maintenance PSD	34,400	88,889	(54,489)
901.0000	Printing & Publishing	-	1,140	(1,140)
901.0400	Marketing & Advertising	108,330	169,639	(61,309)
901.0500	Public Relations	7,000	8,358	(1,358)
903.0000	Tenant Recruitment	66,640	26,355	40,285
909.0000	Special Events	155,000	141,707	13,293
904.0000	PSD Magazine	62,000	52,198	9,802
829.0200	Web Site Maintenance	<u>3,850</u>	<u>1,878</u>	<u>1,972</u>
	Sub-total Program Disbursements	<u>714,430</u>	<u>708,922</u>	<u>5,508</u>
	Total Disbursements	969,605	980,675	(11,070)
	INCREASE (DECREASE) IN CASH BALANCE	<u>101,765</u>	<u>228,517</u>	<u>126,752</u>
	ENDING CASH BALANCE	<u>\$ 766,208</u>	<u>\$ 892,960</u>	<u>\$ 126,752</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	842,835	732,880	664,443
CASH RECEIPTS:													
2017 Assessment	-	27,264	600	-	2,830	-	3,515	50	-	-	13,700	-	47,959
2018 Assessment	-	-	-	-	-	16,366	327,984	303,215	327,515	-	-	-	975,080
Special Assessments	-	27,264	600	-	2,830	16,366	331,499	303,265	327,515	-	13,700	-	1,023,039
Gift Certificates In	-	-	-	-	-	1,375	225	-	-	-	-	-	-
Interest Income	(85)	1,289	659	580	703	524	284	665	859	800	750	630	7,658
Special Event Revenue	17,979	26,476	56,477	30,606	23,192	13,054	11,641	1,160	12,190	15,000	4,120	12,160	224,055
Sub-total cash receipts	17,894	55,029	57,736	31,186	26,725	31,319	343,649	305,090	340,564	15,800	18,570	12,790	1,254,752
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	21,470	21,470	21,470	299,483
Postage	-	-	-	-	-	-	-	999	-	400	400	600	2,399
Supplies	76	63	65	367	190	90	221	326	167	280	280	280	2,405
Legal	59	117	-	422	258	117	692	258	117	250	250	250	2,790
Audit	-	-	675	-	-	50	-	-	-	-	-	-	725
Other Contractual Service	100	100	100	100	100	100	100	200	-	90	90	90	1,170
Equipment Maintenance	-	243	-	-	252	-	-	228	-	-	-	300	1,023
Telephone	101	101	101	101	101	-	203	95	102	150	150	150	1,355
Training	-	-	-	-	269	-	97	85	-	80	80	90	701
Memberships & Dues	-	-	250	-	290	-	605	247	-	270	370	-	2,032
Conferences & Workshops	69	25	-	79	-	-	791	-	24	-	400	100	1,488
Computer Equipment Rental	1,513	1,513	1,513	1,513	1,513	1,513	1,513	1,513	1,513	1,510	1,510	1,550	18,187
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	25,875	26,375	26,255	350,258
PROGRAM DISBURSEMENTS													
DPS Downtown Maintenance	13,414	17,334	11,984	10,920	8,508	8,189	12,690	12,542	7,682	11,000	7,850	23,570	145,683
Promotion Personnel Costs	2,972	4,554	2,982	3,047	3,047	5,190	4,823	3,293	3,293	3,520	3,520	3,520	43,761
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	-	-	-	49,049
Maintenance PSD	1,929	42,148	1,863	6,819	4,421	2,095	15,185	-	14,429	11,200	9,800	9,800	119,689
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	5,000	10,000	5,000	189,639
Public Relations	1,500	-	2,500	-	226	132	-	4,000	-	1,000	1,000	1,000	11,358
Tenant Recruitment	1,383	706	7,902	6,278	3,180	2,456	2,844	906	700	8,330	8,330	8,370	51,385
Special Events	14,294	8,049	14,999	17,581	14,125	52,756	7,902	3,833	7,974	-	37,000	8,000	186,513
PSD Magazine	-	-	-	-	27,886	-	24,312	-	-	-	23,000	-	75,198
Web Site Maintenance	300	-	-	-	1,500	-	60	-	18	-	1,650	-	3,528
Sub-total Program Disbursements	90,915	91,533	76,965	58,311	84,465	107,712	89,080	54,438	55,503	40,050	102,150	59,260	908,973
Total Disbursements	118,225	131,288	104,738	85,942	111,142	139,938	127,703	81,722	79,977	65,925	128,525	85,515	1,259,231
INCREASE (DECREASE) IN CASH BALANCE	(100,331)	(76,259)	(47,002)	(54,756)	(84,417)	(108,619)	215,946	223,368	260,587	(50,125)	(109,955)	(72,725)	(4,479)
ENDING CASH BALANCE	564,112	487,853	440,851	386,095	301,678	193,059	409,005	632,373	892,960	842,835	732,880	660,155	659,964



The Shopping District

Special Events Committee

April 11, 2019

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

Staff: Tighe, Brook

1. Welcome and Introductions

PRESENT: Astrein, Kay, Pohlod

ABSENT: Fehan, Solomon

ADMINISTRATION: Tighe, Brook

2. Winter Markt Tent Supplier RFP Review

- a. Two companies submitted proposals to supply tents for the Winter Markt – Hotz, the company that has been the provider for many years, and Wahl Tents.
- b. The committee reviewed both proposals and checked references for Wahl Tents (they supply tents for all of Wayne State University's events).
- c. Due to issues we have had in the past with customer service and quality/cleanliness of tents, all three committee members present voted to select Wahl Tents and offer them a 5-year contract.

3. Summer Thursdays

- a. The committee is targeting 7 Thursdays beginning June 20th to schedule different activities taking place in downtown. Proposed activities include Village Players performing, a barber shop quartet, a student band, mime, and/or chalk artists.

4. Day on the Town

- a. The committee would like to bring Kids Zone back to Day on the Town – possibly something of a larger scale like a bounce house or rock-climbing wall.
- b. The group discussed having Corvettes on display again during the 2020 Day on the Town event and, if space permits during construction, decided they would like to invite the car club back to the event.

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 April vouchers: \$60,351



The Shopping District

Marketing & Advertising Committee Meeting

No meeting was held in April.

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

Staff: Tighe, Gamboa

1. Birmingham Magazine

The Spring/Summer edition of the Birmingham Magazine was distributed in late-April. This edition focuses on fitness, salons, gift items (Mother's Day, Father's Day and Graduation parties), men's clothing and more.

BSD staff members are creating a Request for Proposal for publishing one high quality Birmingham Magazine to cover the fall/holiday timeframe. Bids are due mid-May.

2. Social Media

The new BSD Social Media Consultant, Paige Leventis, is now posting on the BSD's Facebook, Instagram and Twitter accounts. A social media update will be presented to the BSD Board at the June meeting.

3. Advertising

Current advertisements and signage promote spring shopping in downtown Birmingham, BSD gift certificates and the Birmingham Farmers Market. BSD staff members are working on placements for ads to promote summer shopping and Birmingham Movie Nights.

NEXT MEETING: Thursday, May 16, 2019 at 8:30 a.m.

2018-19 Budget: \$150,000

Remaining balance after April vouchers: \$17,483

Magazine 2018-19 Budget: \$85,000

Remaining balance after April vouchers: \$32,802



The Shopping District

Maintenance/Capital Improvement Committee

No meeting held in April

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

Staff: Tighe, Jurek, Laird, Wood

1. Flowers and planters:

- a. Flowers and plants are scheduled for planting before Memorial Day.

2. Holiday decorating:

- a. The committee will be looking at next year's budget to determine what kind of additional or different holiday lighting the BSD can do in 2019/2020.

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, May 14, 2019 at 8:00 a.m. in City Hall

2018-19 Budget: \$70,000

Remaining balance after April vouchers: \$6,431

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

Remaining balance after April vouchers: \$42.99



The Shopping District

Business Development Committee Meeting

No meeting held in April

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

Staff: Tighe

1. Retention and growth

- a. Merchant meeting held Wednesday, April 17, 2019 at Willow and Fernn. Covered topics such as Parking Lot 6 construction, Old Woodward and Bates parking structure update, summer events info, and more.
- b. Committee is promoting the sales of Birmingham Gift Certificates for Mother's Day, Father's Day, and graduate gifts.

2. Tenant recruitment process

- a. **One of the national retailers the BSD has been "courting" the past twelve months has signed the lease for the old Art Loft space on West Maple! This was one of the top twenty targeted retailers identified by Buxton.**
- b. Retail recruiter and BSD have further developed their strategic target list of retailers.
- c. Committee working on updated marketing material for ICSC.
- d. Recruiter and Tighe are in the process of setting up meetings for ICSC.
- e. Committee hosting a Broker/Property owner round table May 8, 2019 at 3:00 PM at Startup Nation.
- f. Committee reviewed pipeline report.

NEXT MEETING: Thursday, May 30, 2019 at 8:30 AM

2018-19 Budget: \$100,000

Remaining after April vouchers: \$64,759

Opportunity Pipeline Report May 2019

Project Name	Stage	SF	Timeline	Next Steps
apparel 1				
Bakery 1				
Bookstore 1	Initial Contact			Retailer coming to Bham in May for tour.
Children's apparel 1	Initial Contact			email and telephone follow up
children's store 1				
Contemporary men's and women's apparel				
cosmetics 1				
cosmetics 2				
Denim apparel 1				
Designer resale 1				
Designer resale 2				
Electronics 1	Initial Contact			Ingrid met at ICSC NYC - retailer looking at 2020 expansion opportunities
Electronics 2				
Electronics 3				
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.
Furniture 2				
Furniture 3				
Furniture 4				
Furniture 5				
Furniture 6				
Home goods 1				
Ice Cream 1				
Kids enrichment				
Luxury fashion 1				
Luxury fashion 2				
Luxury fashion 3				
Luxury fashion 4				
Luxury fashion accessories 1	Initial Contact			email and telephone follow up
Luxury leather goods				
Luxury women's shoes				
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.
Online Activewear				
online candy				
Online Clothing 1				
Online Clothing 2				
Online cosmetics				
Online cosmetics 1				
Online cosmetics 2				
Online Dorm room				
online goods				
Online gown and dress rental				
Online Luggage				
Online men's clothing 1				
Online men's suits				

Online purses				
Online shoes 1				
Online skincare 1				
Online Women's Clothing 1				
Online Women's Professional Clothing				
Online Women's shoes				
Outdoor clothing 1	In discussions		Early 2019	Retailer interested in locating in BSD. Retailer interested in buying building.
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
Tween fashion 1				
Women's and men's apparel				
Women's apparel				
Women's apparel				
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 apparel 5				
Women's Apparel 6				
Women's apparel 7				
Women's apparel and accessories				
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.

SCHEDULED TO OPEN/MOVED/CLOSED IN LAST 12 MONTHS

MAY 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
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
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

SCHEDULED TO OPEN/MOVED/CLOSED IN LAST 12 MONTHS

MAY 2019

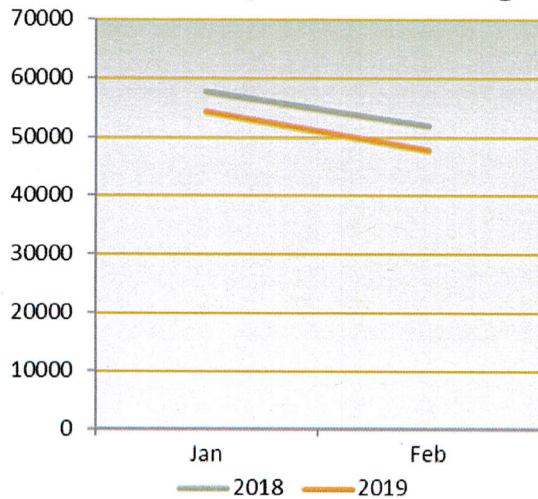
Office Occupancy Rate 88%

Retail Occupancy Rate 96%

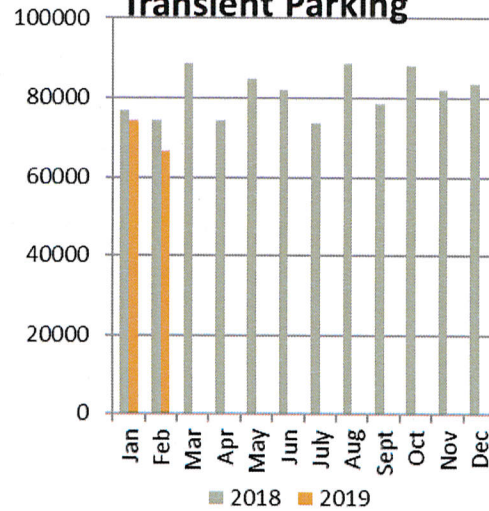
Name of Business	Property Address	Street Name	Notes	Date of notification	Scheduled to Open/Moved/Closed/Opened in last 12 months
Tomatoes Apizza	34200	Woodward Avenue	Neopolitan pizza	8/27/2018	Opened
Adachi	325	Old Woodward, South	Japanese	8/27/2018	Opened
Kaku Sushi & Poke`	126	Old Woodward, South	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

City of Birmingham Parking Utilization Dashboard – March 2019

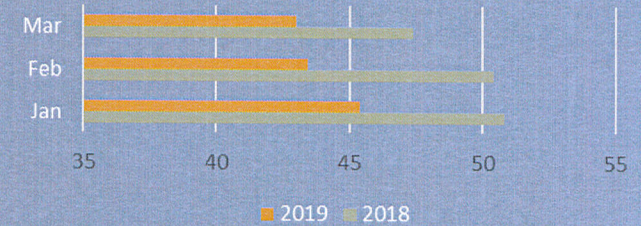
Monthly Permit Parking



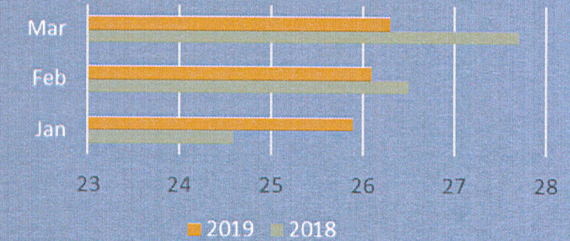
Transient Parking



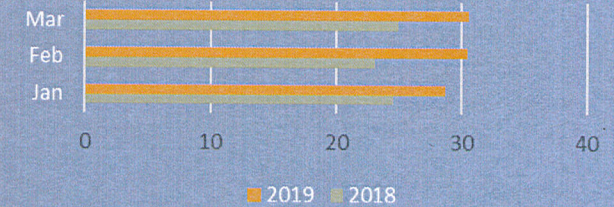
Coin



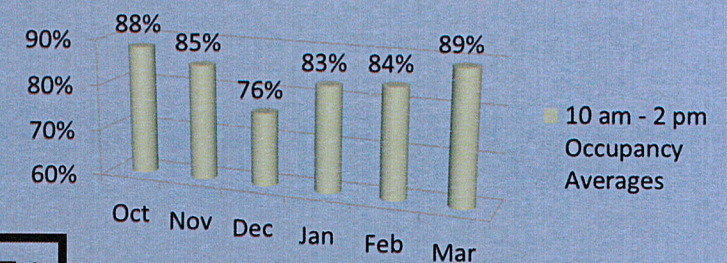
Credit



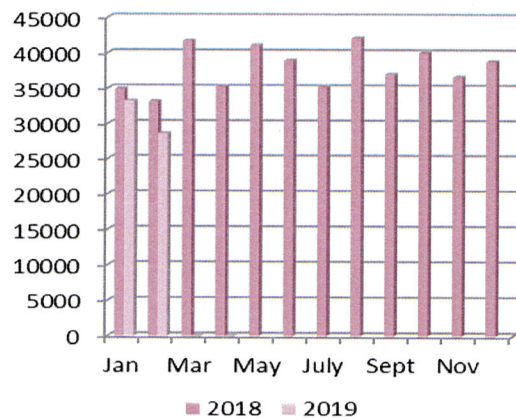
ParkMobile



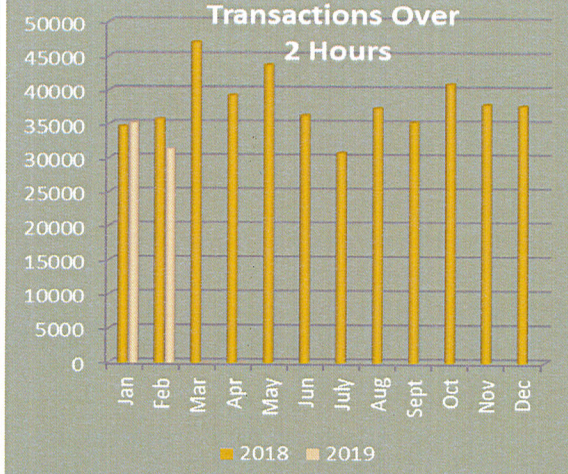
10 am - 2 pm Parking Garage Occupancy Average



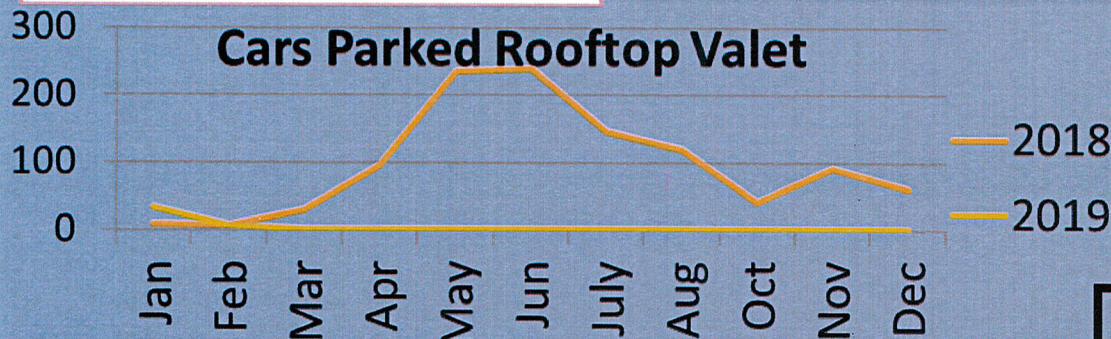
Transactions Under 2 Hours



Transactions Over 2 Hours



Cars Parked Rooftop Valet



R10E1

*2017 Rooftop valet utilization increased Jul—Oct 2017 due to the Park Street Paving Project

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:				

MONTHLY PARKING PERMIT REPORT

For the month of: February 2019

Date Compiled: March 20, 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	30	50	225	4143
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	10	1	2	3	1	0	0	0	0	0	0	17
9. Permits given up in month	10	1	2	3	1	0	0	0	0	0	0	17
10. Net Change	0	0	0	0	0	0	0	0	0	0	0	0
11. On List - end of month*	1133	1041	1082	1409	1014	0	0	0	0	0	0	5679
**On List-Unique Individuals												3548
12. Added to list in month	14	21	14	21	18	0	0	0	0	0	0	88
13. Withdrawn from list in month (w/o permit)	0	0	0	0	0	0	0	0	0	0	0	0
14. Average # of weeks on list for permits issued in month	143	82	141	126	57	0	0	0	0	0	0	109.8
15. Transient parker occupied	195	98	121	116	82	N/A	N/A	N/A	N/A	N/A	N/A	612
16. Monthly parker occupied	413	701	258	611	674	N/A	N/A	N/A	N/A	N/A	N/A	2657
17. Total parker occupied	608	799	379	727	756	N/A	N/A	N/A	N/A	N/A	N/A	3269
18. Total spaces available at 1pm on Wednesday 2/20	98	12	58	18	124	N/A	N/A	N/A	N/A	N/A	N/A	310
19. "All Day" parkers paying 5 hrs. or more												
A: Weekday average.	240	221	114	128	89	N/A	N/A	N/A	N/A	N/A	N/A	792
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.

SP+

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

February 2018

GARAGE	TOTAL CARS	FREE CARS	CASH REVENUE	% FREE
PEABODY	15,955	8,709	\$ 34,287.00	55%
PARK	18,465	6,778	\$ 49,772.00	37%
CHESTER	5,395	1,678	\$ 59,049.00	31%
WOODWARD	10,774	5,293	\$ 30,320.00	49%
PIERCE	23,768	10,719	\$ 62,938.00	45%
TOTALS	74,357	33,177	\$ 236,366.00	45%

February 2019

GARAGE	TOTAL CARS	FREE CARS	CASH REVENUE	% FREE
PEABODY	12,076	6,218	\$ 31,528.00	51%
PARK	16,705	6,122	\$ 46,021.00	37%
CHESTER	5,385	1,775	\$ 55,120.01	33%
WOODWARD	10,427	5,103	\$ 26,528.00	49%
PIERCE	22,096	9,403	\$ 69,389.00	43%
TOTALS	66,689	28,621	\$ 228,586.01	43%

BREAKDOWN:	TOTAL CARS	-10%
	FREE CARS	-14%
	CASH REVENUE	-3%

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:				

Birmingham Principal Shopping District Board

Voucher List For: 05/02/2019

Early Rele Vendor	Description	Account	Amount
ART/DESIGN GROUP LTD	ARTWORK FOR BFM, MN, CRUISE AND GENERAL	MARKETING & ADVERTISING	1,438.75
BEIER HOWLETT P.C.	ATTORNEY FEES	OTHER LEGAL	609.96
C & G PUBLISHING INC.	FARMERS MARKET ADVERTISING	MARKETING & ADVERTISING	2,767.86
CC CONSULTING LLC	MAY MONTHLY RETAINER	TENANT RECRUITMENT	2,083.33
COSTAR REALTY INFORMATION, INC	ON LINE RETAIL SERVICE	TENANT RECRUITMENT	680.00
DENNIS FARAC	PERFORMANCE AT BFM 6/2	SPECIAL EVENTS	125.00
DETROIT METRO CONVENTION & VISITORS	ANNUAL MEMBERSHIP 6/1/19- 5/31/20	MEMBERSHIP & DUES	375.00
DOWNTOWN PUBLICATIONS INC	GENERAL AND BFM ADVERTISING	MARKETING & ADVERTISING	656.00
EDIBLE WOW	FARMERS MARKET ADVERTISING	MARKETING & ADVERTISING	864.00
EVEREVE	GIFT CERTIFICATES	GIFT CERTIFICATES	100.00
GIA WARNER	PERFORMANCE AT BFM 6/9	SPECIAL EVENTS	180.00
GRAPHICS EAST, INC	BSD VISITOR GUIDES	MARKETING & ADVERTISING	1,945.00
ISABEL WALLACE	PERFORMANCE AT BFM 5/5	SPECIAL EVENTS	125.00
JIM GILFIX	REFUND FOR 2018 BFM DUE TO HEALTH ISSUES	SPECIAL EVENTS	120.00
KEATON PUBLICATIONS GROUP LLC	BIRMINGHAM BLOOMFIELD LIFESTYLE AD	MARKETING & ADVERTISING	1,000.00
LARRY ARBOUR	PERFORMANCE AT BFM 5/19	SPECIAL EVENTS	175.00
LOGICAL SOLUTIONS ENTERPRISE INC	FARMERS MARKET CARDS	MARKETING & ADVERTISING	399.00
MOMMY NETWORK OF MICHIGAN	FARMERS MARKET ADV	MARKETING & ADVERTISING	2,000.00
OFFICE DEPOT INC	MISC OFFICE SUPPLIES	OPERATING SUPPLIES	27.32
PACKAGING SERVICES CORP	DELIVERY OF BSD BAGS	OPERATING SUPPLIES	20.00
PAIGE LEVENTIS	SOCIAL MEDIA SERVICES FOR MAY PAY 2 OF 2	MARKETING & ADVERTISING	2,083.00
ROBERT MONTELEONE	PERFORMANCE AT BFM 5/26	SPECIAL EVENTS	150.00
ROBERT NORUM	PERFORMANCE AT BFM 5/12	SPECIAL EVENTS	150.00
SARALEE GORDON	CRUISE EVENT LOGO	MARKETING & ADVERTISING	800.00
SHARON THE FUN	BALLOONS FOR OPENING DAY AT BFM	SPECIAL EVENTS	270.00
UTEC	COPIER CONTRACT 3/26 - 6/25	EQUIPMENT MAINTENANCE	193.08

Birmingham Principal Shopping District Board

Voucher List For: 05/02/2019

Early Rele Vendor	Description	Account	Amount
VERIZON WIRELESS	INGRID AND JAIME CELL PHONES	TELEPHONE	101.46
WDIV/TV4	GENERAL ADVERTISING	MARKETING & ADVERTISING	1,000.00
WORRY FREE INC	2ND 1/2 OF HANGING BASKETS	MAINTENANCE SHOPPING DIST	6,962.50
* INGRID TIGHE	POSTCARDS FOR BROKER ROUND TABLE	TENANT RECRUITMENT	154.06
* WDIV/TV4	HOLIDAY EVENTS	MARKETING & ADVERTISING	2,250.00
* WJBK	GENERAL & WINTER MARKET ADVERTISING	MARKETING & ADVERTISING	1,686.94
* INGRID TIGHE	TREATS FOR MERCHANT MEETING	TENANT RECRUITMENT	115.05
Total:			<u>\$ 31,607.31</u>

Journal Entries

Great American Business Products – Paw Pal bags	\$ 184.52
Great American Business Products – Paw Pal bags	184.52
Total Journal Entries	<u>\$ 369.04</u>
TOTAL VOUCHERS AND JOURNAL ENTRIES	<u>\$ 31,976.35</u> =====

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

Board Chair _____

Date _____



MEMORANDUM

DATE: May 2, 2019

TO: Birmingham Shopping District Board

FROM: Ingrid Tighe, Executive Director

SUBJECT: 8A Agreement with Wahl Tents for Winter Markt Tents

Attached for your review and approval is the proposed agreement with Wahl Tents for Winter Markt Tents for the 2019 Winter Markt. The Special Events Committee evaluated 2 vendors and unanimously selected Wahl Tents for the job.

Suggested Action:

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.

ATTACHMENT A - AGREEMENT
For Tent Supplier

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 Wahl Tents, having its principal office at 44550 N. Groesbeck Hwy, Clinton Twp, MI 48036 (hereinafter called "Supplier"), provides as follows:

WITNESSETH:

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

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

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to supply tents for the Birmingham Winter Markt, the Supplier's cost proposal dated March 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 Supplier's Proposal shall be incorporated herein by reference, shall become a part of this Agreement, and shall be binding on the parties hereto. In the event there is a conflict between the Proposal and this Agreement, this Agreement shall control.
3. This Agreement shall be for a five (5) year term commencing on the date the BSD executes this Agreement. If changes to the existing terms are sought, an amendment to the Agreement must be prepared and signed before any changes are effective.
4. Notwithstanding the foregoing term, either party may terminate this Agreement for any or no reason upon a thirty day (30) notice to the other party. If the BSD terminates the Agreement under this paragraph, Supplier will be compensated for any work already performed up to the date of termination. However, Supplier shall not perform any new work or incur new costs after the BSD's notice of termination unless specifically authorized by the BSD.

5. The BSD shall pay the Supplier for the performance of this Agreement as set forth in the Supplier's 2019 cost proposal. The cost shall remain the same as established in the contract for all five (5) years.
6. This Agreement shall commence upon execution by both parties, unless the BSD exercises its option to terminate the Agreement in accordance with the Request for Proposals.
7. The Supplier shall employ personnel of good moral character and fitness in performing all services under this Agreement.
8. The Supplier and the BSD agree that the Supplier is acting as an independent Supplier with respect to the Supplier's role in providing services to the BSD pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Supplier nor its employees shall be construed as employees of the City of Birmingham ("City") or BSD. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the BSD nor the Supplier shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Supplier shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City and BSD, or be deemed an employee of the City or BSD for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.
9. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Supplier agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.
10. 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.
11. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Supplier without the prior written consent of the BSD. Any attempt at assignment without prior written consent shall be void and of no effect.

12. The Supplier agrees that neither it nor its sub-Suppliers will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Supplier shall inform the BSD of all claims or suits asserted against it by the Supplier's employees who work pursuant to this Agreement. The Supplier shall provide the BSD with periodic status reports concerning all such claims or suits, at intervals established by the BSD.
13. The Supplier shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the BSD.
14. The Supplier shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:
 - A. Workers' Compensation Insurance: Supplier shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - B. Commercial General Liability Insurance: Supplier shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Suppliers Coverage; (D) Broad Form General Liability Extensions or equivalent.
 - C. Motor Vehicle Liability: Supplier shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: Birmingham Shopping District, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Supplier will provide service that are customarily subject to this type of coverage.
- F. Owners Suppliers Protective Liability: The Supplier shall procure and maintain during the life of this contract, an Owners Suppliers Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The Birmingham Shopping District shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- G. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Birmingham Shopping District, 151 Martin Street, Birmingham, MI 48009.
- H. Proof of Insurance Coverage: Supplier shall provide the BSD at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the BSD, as listed below.
- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- I. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Supplier shall deliver renewal certificates and/or policies to the BSD at least (10) days prior to the expiration date.
- J. Maintaining Insurance: Upon failure of the Supplier to obtain or maintain such insurance coverage for the term of the Agreement, the BSD may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the BSD shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
15. To the fullest extent permitted by law, the Supplier and any entity or person for whom the Supplier is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the BSD, the BSD and City elected

and appointed officials, employees and volunteers and others working on behalf of the BSD and City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the BSD, its elected and appointed officials, employees, volunteers or others working on behalf of the BSD, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the BSD.

16. If, after the effective date of this Agreement, any official of the BSD or City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Supplier, the City shall have the right to terminate this Agreement without further liability to the Supplier if the disqualification has not been removed within thirty (30) days after the City has given the Supplier notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.
17. If Supplier fails to perform its obligations hereunder, the BSD may take any and all remedial actions provided by the general specifications or otherwise permitted by law.
18. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

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

TENT SUPPLIER

19. 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.

20. 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:

Karen Tansler

SUPPLIER:

By: [Signature]

Title: owner

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)

Wahl Tents

44550 N Groesbeck Hwy
Clinton Township, MI 48036
www.wahl tents.com

586-493-0563 phone
586-493-0690 fax

Status: Reservation

Contract #: 10825

Event Beg: Tue 12/ 3/2019 9:00AM

Event End: Mon 12/ 9/2019 5:00PM

Operator: Stephanie

Birmingham Shopping District

248 530-1200

Customer# 7312

151 Martin St

Contract Info: 2019- Winter Markt Tents

Birmingham, MI 48009

Ordered By: Jami

Salesman: Stephanie

DELIVERY AND PICKUP

Delivery Date: Tue 12/3/19

Pickup Date: Mon 12/9/19

Location: Shain Park

Address: 270 W Merrill St ; Birmingham, MI 48009

Setup can begin at noon on December 3rd in Shain Park and at noon on December 5th on city streets.

Tear down on city streets must be complete by 9pm on December 8th. All tents must be removed from Shain Park by 9pm on December 9th.

Date of event:: December 6th -8th

Type of surface:: Cement- all tent weighted

Water on site?: Provided by BSD

Access to power and extension cords will be provided by BSD

Wahl Tents would like to request a 5 year agreement that states Wahl Tents will be the only tenting provider for the equipment listed on this quote. From 2019 through 2023 Wahl Tents is offering the cost at no less than \$30,300.00 per year to be the annual tent charges for that 5 year duration without inflation.

Any equipment in addition to what is currently quoted for would be charged for in addition to the \$30,300.00 per year.

The \$30,300.00 Turnkey offer is based on 5 year contract only.

Qty	Description	Each	Price
46	10x10 Vista	\$190.00	\$8,740.00
	all fully enclosed		
27	10x20 Vista	\$250.00	\$6,750.00
	all fully enclosed		
2	20x20 Vista Frame Tent	\$450.00	\$900.00
	1- back wall only (raised to 10ft), 1- fully enclosed		
178	8x20 Solid Side Walls	\$15.00	\$2,670.00
	Winter Window Walls- \$8,010.00 total		
1	10x20 Solid Side Wall	\$30.00	\$30.00
116	WATER BARREL	\$15.00	\$1,740.00
116	Water Barrel Covers- Black	\$5.00	\$580.00
184	CEMENT BUCKET	\$5.00	\$920.00
184	Cement Bucket Covers	\$1.75	\$322.00
73	LED Streamer Lights 50'	\$30.00	\$2,190.00
	73- 10x10s and 10x20s (1 strand per each tent) 4- 20x20s (2 strands per each tent)		
Qty	Description	Each	Price
1	Time Sensitive Requirements	\$500.00	\$500.00
1	20% Labor/Delivery/Pickup Fee	\$4,958.00	\$4,958.00

EVENTS & STRUCTURES

RENTAL CONTRACT

This is a contract. All pages of this contract contain important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. These terms and conditions are a part of this contract - READ THEM!

If equipment does not function properly notify lessor within 30 minutes of occurrence or no refund or allowance will be made.

I certify that I have read and agree to all terms of this contract on all pages.

SIGNATURE:

Birmingham Shopping District

Rental:	\$24,842.00
Damage Waiver:	\$0.00
Sales:	\$500.00
Delivery Charge:	\$4,958.00
Misc. Charges:	\$0.00
Subtotal:	\$30,300.00
Sales Tax:	\$0.00
TOTAL:	\$30,300.00
PAID:	\$0.00
AMOUNT DUE:	\$30,300.00



MEMORANDUM

DATE: May 2, 2019

TO: Birmingham Shopping District Board

FROM: Ingrid Tighe, Executive Director

SUBJECT: 8B Agreements for Santa Claus Performances 2019

Attached for your review and approval are the Santa Claus agreements with Randy Lee and Daniel Suttikus to perform as Santa Claus during the 2019 holiday season at the Shain Park Santa House. These performers will work various shifts as Santa Claus throughout the season. The term of these agreements are for the 2019 holiday season which starts November 30, 2019 and concludes December 24, 2019.

Suggested Action:

To approve the Santa Claus agreements with Randy Lee and Daniel Suttikus for Santa Claus performances during the 2019 holiday season, conditional upon receipt of signatures and insurance from respective performers.

AGREEMENT

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 Randyl Lee (hereinafter sometimes called Performer), provides as follows:

WITNESSETH:

WHEREAS, the PSD desires to have an individual dress and act as Santa Claus for scheduled dates during the months of November and December for its annual Santa House holiday event, **NOW, THEREFORE**, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. Performances shall take place at the Santa House, unless otherwise specified in paragraph 3.

2. The PSD shall pay an hourly rate of \$100 per hour to the Performer for these performances. A total amount of \$1,550 for the performances. This amount shall be reduced by any and all deposits or pre-payments paid to the Performer by the PSD. 1/3 shall be paid as a retainer fee on November 1, 2019, 1/3 on Monday December 16, 2019, and the remaining balance shall be paid no later than Monday, January 6, 2020.

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

<u>DAY</u>	<u>DATE</u>	<u>TIME</u>
Saturday	December 7, 2019	10 A.M. until 3:30 P.M.
Sunday	December 15, 2019	10 A.M. until 3:30 P.M.

Saturday

December 21, 2019

3 P.M. until 7:30 P.M.

Total= 15.5 Hours

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

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

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

8. The Performer shall be of high moral character. The PSD has the right to perform a background check on the Performer and will do so before the first payment is made to Performer on November 1, 2019. The Performer acknowledges that he will come in contact with children of young age and will act appropriately during all performances. The Performer shall display an engaging/outgoing personality representing Santa Claus. The Performer shall not take phone calls, text, smoke, or partake in any behavior out of character during his performance. Performer must have a natural beard, eyeglasses and rosy cheeks. The performer shall be equipped to bring joy to children with holiday spirit and reference North Pole, reindeer, elves, etc. Performer shall encourage visitors to shop for gifts in local Birmingham businesses.

9. The PSD shall have the right to remove any Performer performing pursuant to this Agreement for any reason. If a Performer is removed from a performance because the

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

10. The Performer and the PSD agree that the Performer is acting as an independent contractor with respect to the Performer's role in providing services to the PSD pursuant to this Agreement, and as such, shall be liable for its own actions and the Performer shall not be construed as employees of the PSD or the City of Birmingham. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the PSD nor the Performer shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Performer shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the PSD or the City of Birmingham, or be deemed an employee of the PSD or the City of Birmingham for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the PSD or the City of Birmingham. The Performer agrees that he will apply for and secure all permits and approvals as may be required from the PSD in

accordance with the provisions of applicable laws and ordinances of the PSD, State of Michigan or federal agencies.

11. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Performer agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

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

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

14. To the fullest extent permitted by law, Performer agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham and the PSD, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham and the PSD against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Birmingham and the PSD, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham and the PSD, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or

is in any way connected or associated with this Agreement, including any claims, demands or suits asserted against the PSD or the City by a Performer. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham and the PSD.

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

- A. Commercial General Liability Insurance: Performer shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The PSD and the City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- D. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Performer will provide service that are customarily subject to this type of coverage.

- E. Cancellation Notice: Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- F. Proof of Insurance Coverage: Performer shall provide the PSD at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the PSD, as listed below.
 - 1) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 3) If so requested, Certified Copies of all policies mentioned above will be furnished.
- G. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Performer shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- H. Maintaining Insurance: Upon failure of Performer to obtain or maintain such insurance coverage for the term of the Agreement, the PSD may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the PSD shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

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

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

18. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs, expenses, and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the

arbitrator made pursuant to this Agreement. This Agreement shall be governed by the laws of the State of Michigan and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

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

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

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

22. PSD shall provide one (1) parking pass to Performer, which will allow a Performer to park near the Santa House thirty (30) minutes prior to each performance until fifteen minutes after each performance.

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

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

By: 

Randy Lee – Performer

**BIRMINGHAM PRINCIPAL
SHOPPING DISTRICT**

By: _____

Its: Chairman

APPROVED:

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

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

Mark Gerber, Director of Finance

(Approved as to financial obligation)

Ingrid Tighe, Executive Director, PSD

(Approved as to substance)

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

AGREEMENT

THIS AGREEMENT, made this ____ day of _____ 2019, by and between the **Birmingham Principal Shopping District**, having its principal office at 151 Martin, Birmingham, MI 48009 (hereinafter sometimes called "PSD"), and Daniel Suttkus (hereinafter sometimes called Performer), provides as follows:

WITNESSETH:

WHEREAS, the PSD desires to have an individual dress and act as Santa Claus for scheduled dates during the months of November and December for its annual Santa House holiday event, **NOW, THEREFORE**, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. Performances shall take place at the Santa House, unless otherwise specified in paragraph 3.

2. The PSD shall pay an hourly rate of \$100 per hour to the Performer for these performances. A total amount of \$5,250 for the performances. This amount shall be reduced by any and all deposits or pre-payments paid to the Performer by the PSD. Payment shall be made by the PSD as follows: 1/3 shall be paid as a retainer fee on November 1, 2019, 1/3 on or before Monday December 16, 2019, and the remaining balance shall be paid no later than Monday, January 6, 2020.

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

<u>DAY</u>	<u>DATE</u>	<u>TIME</u>
Saturday	November 30, 2019	9:30 A.M. until 3:30 P.M. (includes "Santa Walk" around block to welcome Santa to Birmingham)

Sunday	December 1, 2019	10 A.M. until 3:30 P.M.
Friday	December 6, 2019	5 P.M. until 8:30 P.M. (includes cocoa & cookies with family – location TBD and tree lighting)
Saturday	December 7, 2019	3:30 P.M. until 8:30 P.M.
Sunday	December 8, 2019	10 A.M. until 4:30 P.M.
Saturday	December 14, 2019	10 A.M. until 3:30 P.M.
Saturday	December 21, 2019	10 A.M. until 3 P.M.
Sunday	December 22, 2019	10 A.M. until 3:30 P.M.
Tuesday	December 24, 2019	10 A.M. until 3:30 P.M.

Total= 52.5 Hours

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

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

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

8. The Performer shall be of high moral character. The PSD has the right to perform a background check on the Performer and will do so before the first payment is made

to Performer on November 1, 2019. The Performer acknowledges that he will come in contact with children of young age and will act appropriately during all performances. The Performer shall display an engaging/outgoing personality representing Santa Claus. The Performer shall not take phone calls, text, smoke, or partake in any behavior out of character during his performance. Performer must have a natural beard, eyeglasses and rosy cheeks. The performer shall be equipped to bring joy to children with holiday spirit and reference North Pole, reindeer, elves, etc. Performer shall encourage visitors to shop for gifts in local Birmingham businesses.

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

10. The Performer and the PSD agree that the Performer is acting as an independent contractor with respect to the Performer's role in providing services to the PSD pursuant to this Agreement, and as such, shall be liable for its own actions and the Performer shall not be construed as employees of the PSD or the City of Birmingham. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the PSD nor the Performer shall be considered or construed to be the agent of

the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Performer shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the PSD or the City of Birmingham, or be deemed an employee of the PSD or the City of Birmingham for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the PSD or the City of Birmingham. The Performer agrees that he will apply for and secure all permits and approvals as may be required from the PSD in accordance with the provisions of applicable laws and ordinances of the PSD, State of Michigan or federal agencies.

11. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Performer agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

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

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

14. To the fullest extent permitted by law, Performer agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham and the PSD, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham and the PSD against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Birmingham and the PSD, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham and the PSD, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement, including any claims, demands or suits asserted against the PSD or the City by a Performer. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham and the PSD.

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

- A. Commercial General Liability Insurance: Performer shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and

Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

- C. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The PSD and the City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- D. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Performer will provide service that are customarily subject to this type of coverage.
- E. Cancellation Notice: Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- F. Proof of Insurance Coverage: Performer shall provide the PSD at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the PSD, as listed below.
 - 1) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 3) If so requested, Certified Copies of all policies mentioned above will be furnished.
- G. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Performer shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- H. Maintaining Insurance: Upon failure of Performer to obtain or maintain such insurance coverage for the term of the Agreement, the PSD may, at

its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the PSD shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

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

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

18. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the

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

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

20. The PSD may terminate this Agreement at any time for any reason. In the event of termination, the Performer shall be paid in the amount of \$100 multiplied by the number of performance hours provided by the Performer. Any additional amounts paid in advance by the PSD shall be returned by the Performer within seven (7) days after a written demand is

made by the PSD. In the event of termination by the PSD, the PSD is also liable for the amount of \$ N/A incurred by Performer for the obtainment of insurance as required by this Agreement.

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

22. PSD shall provide one (1) parking pass to Performer, which will allow a Performer to park near the Santa House thirty (30) minutes prior to each performance until fifteen minutes after each performance.

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

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

By: 

Daniel Suttikus – Performer

**BIRMINGHAM PRINCIPAL
SHOPPING DISTRICT**

By: _____

Its: Chairman

APPROVED:

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

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

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

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

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



MEMORANDUM

DATE: May 2, 2019

TO: Birmingham Shopping District Board

FROM: Ingrid Tighe, Executive Director

SUBJECT: 8C Top Hats and Tails Carriage Rides Agreement

Attached for your review and approval is the proposed agreement with Top Hats and Tails Carriage Company for horse carriage rides for the 2019 holiday season. Top Hats and Tails has been a long-time provider of this service for the BSD.

The term of this agreement is for the 2019 holiday season starting November 30, 2019 and concluding December 24, 2019.

Suggested Action:

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.

AGREEMENT
For Horse and Carriage/Sleigh 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 Top Hats & Tails Carriage Company, whose address is 3201 Hummer Lake Road, Ortonville, MI 48462 (hereinafter sometimes called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham ("City"), through the PSD, desires to have horse and carriage/sleigh services available in downtown Birmingham during the 2019 holiday season.

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

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

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

1. Contractor shall provide horse and carriage/sleigh services as outlined on the attached Addendum. The limo carriage is limited to 6-9 passengers; other vehicles provided by Contractor may be limited to 4-5 passengers. Contractor has sole discretion in the total number of passengers allowed on a vehicle at any time. An adult must accompany all children under the age of 6.

2. Contractor shall provide hay wagon services, which shall be limited to a maximum of 4 mile, round trip routes. The hay wagon will accommodate up to 12 passengers. An adult must accompany all children under the age of 6.

3. The number and types of carriages, sleighs and/or hay wagons to be used shall be determined on an event-by-event basis, with Contractor and the PSD Executive Director coming to an agreement on the numbers and types to be used.

4. At no time will alcohol of any type be allowed on any horse-drawn vehicle. Contractor reserves the right to remove any violators of this policy from the vehicle.

5. For safety purposes, smoking on any Contractor vehicles is prohibited.

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

Saturday	November 30	11 a.m. – 3 p.m.
Sunday	December 1	11 a.m. – 3 p.m.
Friday	December 6	5 p.m. – 9 p.m.
Saturday	December 7	11 a.m. – 3 p.m.
Saturday	December 7	4 p.m. – 8 p.m.
Sunday	December 8	11 a.m. – 4 p.m. (extra hour at \$100)
Saturday	December 14	11 a.m. – 3 p.m.
Sunday	December 15	11 a.m. – 3 p.m.
Saturday	December 21	11 a.m. – 3 p.m. (with a break)
Saturday	December 21	3 p.m. – 7 p.m.
Sunday	December 22	11 a.m. – 3 p.m.
Tuesday	December 24	11 a.m. – 3 p.m.

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

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

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

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

10. Weather conditions may delay or terminate services provided herein. Should Contractor consider weather conditions to be less than satisfactory for the event, Contractor shall contact the PSD at least 3 hours prior to the scheduled arrival time. Any services cancelled by Contractor for weather related conditions will be credited to the

PSD. If Contractor arrives at the scheduled event and begins services and weather conditions deteriorate to the point that safety is jeopardized, Contractor shall reserve the right to discontinue services and earn the pro rata portion of the fee.

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

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

13. For the aforementioned services, the PSD will pay Contractor the total amount of \$9,100* (which is \$750 per four hour event plus \$100 for an additional hour) which shall be paid as follows:

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

B. \$ 4,550* shall be paid on or before December 31, 2019.

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

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

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

16. The Contractor and the PSD agree that the Contractor is acting as an independent contractor with respect to the Contractor's role in providing services to the PSD pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the PSD or the City of Birmingham. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on 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.

17. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the PSD and the City of Birmingham. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

18. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

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

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

21. Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the PSD of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the PSD with periodic status reports concerning all such claims or suits, at intervals established by the PSD.

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

- A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation

Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Additional Insured: Commercial General Liability, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The PSD and the City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- D. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- E. Proof of Insurance Coverage: Contractor shall provide the PSD at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the PSD, as listed below.
 - 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) If so requested, Certified Copies of all policies mentioned above will be furnished.
- F. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates

and/or policies to the City of Birmingham at least (10) days prior to the expiration date.

- G. Maintaining Insurance: Upon failure of Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the PSD may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the PSD shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

23. To the fullest extent permitted by law, Contractor and any entity or person for whom Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham and the PSD, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham and the PSD against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Birmingham and the PSD, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham and the PSD, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham and the PSD.

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

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

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

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

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

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

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

TOP HATS & TAILS CARRIAGE COMPANY

By: _____

Title: _____

BIRMINGHAM SHOPPING DISTRICT

By: _____

Geoffrey Hockman

Title: BSD Chairman

Approved:

Ingrid Tighe, BSD Executive Director
Approved as to substance

Joseph A. Valentine, City Manager
Approved as to substance

Mark Gerber, Director of Finance
Approved as to financial obligation

Timothy J. Currier, City Attorney
Approved as to form



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/23/2019

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

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

PRODUCER Berkfield & Co Ltd 2625 Pontiac Lake Road Waterford MI 48328	CONTACT NAME: Matthew Lubaway	
	PHONE (A/C, No, Ext): 248-682-0044 FAX (A/C, No): 248-682-2430	
	E-MAIL ADDRESS: mlubaway@berkfield.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : West Bend Mutual	15350
INSURED Top Hats & Tails Carriage Co. 3201 Hummer Lake Road Ortonville MI 48462	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20190123161234928 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR X WB1890 04 08 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	1409794	02/16/2019	02/16/2020	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 1,000,000						
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Re: Carriage Rides

City of Birmingham and the Birmingham Principal Shopping District, including all elected and appointed officials all employees and all volunteers, all boards, commission and or authorities or board members, including employees and volunteers thereof are Additional Insured as respects General Liability only for work performed by the Named Insured.

* Except 10 days notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER Birmingham Principal Shopping District and City of Birmingham PO Box 3001 151 Martin Street Birmingham MI 48012 Email: mcomerford@bhamgov.org	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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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											4	0	100%
Samy Eid	P	P	A	P											3	1	75%
Doug Fehan	A	A	P	P											2	2	50%
Geoffrey Hockman	P	A	P	A											2	2	50%
Zachary Kay	P	P	P	P											4	0	100%
Amy Pohlod	P	A	P	P											3	1	75%
Steve Quintal	P	P	P	P											4	0	100%
Bill Roberts	P	P	P	P											4	0	100%
Judy Solomon	P	P	P	P											4	0	100%
Sam Surnow	A	P	P	P											3	1	75%
Joe Valentine	P	P	P	P											4	0	100%
															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Present or Available	9	8	10	10	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



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

BSD COMMITTEES
MONTHLY MEETING SCHEDULE
MAY 2019

BSD BOARD

THURS 5/2 @ 8:00 AM – COMMUNITY HOUSE

MAINTENANCE/CAPITAL IMPROVEMENTS

TUESDAY 5/14 @ 8:00 PM – CITY HALL

SPECIAL EVENTS

CANCELED

MARKETING/ADVERTISING

THURSDAY 5/16 @ 8:30 AM – CITY HALL

BUSINESS DEVELOPMENT

THURSDAY 5/30 @ 8:00 AM – CITY HALL

EXECUTIVE

WEDNESDAY 5/1 @ 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).