



The Shopping District

**Birmingham Shopping District Agenda
Thursday, November 5, 2020 8:30 a.m.**

Join Zoom Meeting

<https://zoom.us/j/93274217610?pwd=Y1Z4VkZWOW5sQzIMVkxrdVRKVXNydz09>

Meeting ID: 932 7421 7610

Passcode: 486906

1. Call to order and Roll Call of Board
2. Recognition of Visitors
3. Approval of Minutes for October 1, 2020
4. Board Member Comments
5. Reports:
 - a. Finance Report
 - b. Executive Director Report – Tighe
 - c. Committee Reports:
 - i. Special Events – Astrein
 - ii. Marketing & Advertising – Pohlod
 - iii. Maintenance and Capital Improvements – Quintal
 - iv. Business Development – Surnow
 - v. Executive Board Report – Hockman
 - d. Parking Report – January 2020
 - e. Chamber Report
6. Approval of Vouchers
7. Unfinished Business
8. New Business
 - a. Approval of Snow Removal Extension
 - b. Approval of Website Redesign & Hosting contract
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, October 1, 2020 - 8:30 a.m.
ZOOM Meeting

Minutes of the meeting of the Birmingham Shopping District Board held Thursday, October 1, 2020, at 8:30 a.m. via ZOOM Meetings

1. CALL TO ORDER AND ROLL CALL OF BOARD

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

ABSENT: Hockman, Solomon

ALSO PRESENT: Gerber, Ciura

ADMINISTRATION: Tighe, Brook

2. RECOGNITION OF VISITORS

David Hoehendorf, Stuart Jeffares, Mike McKenzie

3. APPROVAL OF MINUTES

MOTION: Motion by Fehan, seconded by Kay to approve the minutes dated September 3, 2020.

VOTE: Yeas, 10 Nays, 0 Absent, 2

4. BOARD MEMBER COMMENTS

Valentine shared that state COVID-19 restrictions are lessening. Movie theaters will be able to re-open very soon, which he said is good news.

The Maple Road project is continuing to move forward but the schedule has been adjusted due to a bit of a delay. There are three phases. The Southfield intersection will be done first followed by East Maple and then West Maple.

5. REPORTS

a. FINANCE REPORT – GERBER

Gerber reported that the balance sheet for August shows that we are still working through some adjustments for the new fiscal year. There was \$50,000 in cash for August. The special assessment from last year was \$53,000. \$36,000 was collected through taxes, which leaves \$17,000 that is still in collections.

The current fund balance is approximately \$719,000. The revenue and expense report shows that we are at 17% of our budget. We have not collected much because events have been canceled, and we still have not added our investment income.

He continued that our expenses show downtown maintenance has used 20% of their projected budget. This is typical for the summer and will level out the rest of the year.

Year to date we are right on track for expenses in the fiscal year of 16.24%.

b. EXECUTIVE DIRECTOR REPORT - TIGHE

Tighe shared that she had extended an offer to Erika Bassett to fill Marianne Gamboa's position. Bassett accepted. She will be working part-time for the City and part-time for the BSD. Bassett comes to the BSD with a prestigious background working for agencies. She has a good feel for municipalities and has done some consulting for police departments. She also lives in Birmingham.

c. COMMITTEE REPORTS:

SPECIAL EVENTS - ASTREIN

Astrein reported that we are planning to have another Birmingham Bucks promotion on Small Business Saturday weekend. Individuals will be able to earn \$25 for each \$100 spent with a maximum of \$100 per person. There will also be some giveaways at the corner of Maple and Old Woodward.

We will once again have Santa visits at Santa House however they will be social distanced. Carriage rides have been canceled. The tree lighting will be virtual so that the city does not draw a crowd. Valentine added that we would not announce the date of the tree lighting in advance.

A final decision on Winter Markt will be made at the next special events committee meeting. Brook explained a new holiday tree-decorating contest called "The Great Decorate." This contest will encourage restaurants and retailers to decorate a tree and place it in their front window. The public will vote with their dollars through on-line donations for a winning tree. The donations will go to help Michigan orphans who are aging out of the foster care system. We will share more information on this program at the next merchant meeting.

Brook also updated the board that the farmers market season is now winding down. We have had fifteen to twenty vendors each week and averaged 250-300 cars.

MARKETING & ADVERTISING - POHLOD

Pohlod updated the board that the fall fashion video is now live. There are three versions – different lengths – that will be airing next few weeks. There will also be an insert in SEEN magazine that will be out in mid-October. The committee is also working on a holiday gift guide and will be sending an email to merchants requesting items.

The RFP for the website brought in 36 proposals. The committee interviewed the top four companies. They are analyzing everyone's feedback. They will have a recommendation by the next board meeting.

Fehan asked for a link to the videos. Tighe said that she would send the board a Google link.

MAINTENANCE/CAPITAL IMPROVEMENTS - QUINTAL

Quintal reported that they ordered holiday planter decorations. The planters will look like last year but with a larger centerpiece. The lights on N. Old Woodward will go up in October.

They updated the snow removal contract to include the additional sidewalk bump-outs. There is an issue with hanging the lights across Merrill Street. It is not clear if we will be able to put them up or not as the building has a new façade and it may be a big expense with additional cables needed.

Astrein inquired about lights on the new trees. Valentine said that we would know more once the trees are planted. Quintal added that he expects them to look like the other trees.

BUSINESS DEVELOPMENT - SURNOW

Surnow shared that there have been issues with getting prospects to come look at spaces due to the COVID situation. The list of prospects has grown over the last 60-days. We are continuing conversations and leaving all prospects on the list because situations are always changing. The Johnny Was grand opening was a great success.

The prospect list shows that those in teal are great prospects. Ciura is actively working to bring companies to town for tours. We had a meeting last week and we talked about ways to collaborate. We are looking into having Instagram influencers support Birmingham.

We will be hosting a virtual broker/owner summit in a couple of weeks. Costar is helpful showing trends. We are continuing to distribute PPE to businesses.

Tighe added that the virtual summit is scheduled for October 21st. Ciura had McKenzie talked about strategy.

Ciura shared that there is tremendous opportunity now for Birmingham. The COVID situation has made downtown areas a focus as people tend to feel safer not being in a mall. Smaller size spaces are currently most popular. She remarked that she has suggested dividing spaces to some property owners.

It is challenging keeping deals warm with the lack of touring. She is continuing to work on keeping people up to date. Perhaps Birmingham had not been viewed as a highlight lately, but now many do not want to go to big malls.

We are continuing to look for not just quality retailers but those who are financially sound. Johnny Was uses a national brokerage team who is now sending us other prospects. We have to stay focused so we can control retailers coming in to the city as best we can.

Ciura continued that she is pleased to have established relationships with building owners. Many of them now call her to let her know if a tenant is leaving. During tough times, building owners can sometimes get nervous and make deals with someone they should not. We strive to control the quality of the retailers.

Valentine asked about the property listing and the nine that are considered serious leads. He wanted to know if they are moving through the process as normal or if there are concerns. Ciura said that the challenge is getting companies to come to town. Many are afraid of the liability and do not want to tour.

Valentine clarified that he is looking for what the concerns or hurdles are like parking or other things. However, it sounds like that is not the issue but more of the regular process.

Ciura responded that she never heard from national retailer that they would not come to Birmingham because of parking. Some have said that rent is an obstacle. Right now smaller sized spaces are the sweet spot. A 3,000 – 4,000 square foot tenant is hard to find. They are primarily small or 5,000 and above.

Tighe added that the BSD has given out approximately 1200 PPE kits to date. The last one was \$16,000 worth of BSD purchased supplies plus some from Oakland County. We are looking into continuing to purchase supplies to distribute.

EXECUTIVE BOARD REPORT

No report given.

d. PARKING REPORT - ASTREIN

Astrein reported that the city would be getting 4G parking meters in the next couple of months. With the structures remaining free through the end of the year, there is a one-time \$100 fee for monthly permit parkers to retain their permit. This is to make sure that the city knows who intends to keep their spot.

e. CHAMBER REPORT - BAUMAN

There was no report from the Chamber.

f. COMMUNITY HOUSE REPORT

There was no report from The Community House.

6. APPROVAL OF VOUCHERS

MOTION: Motion by Quintal, seconded by Surnow to approve the vouchers, as submitted, dated October 1, 2020.

VOTE: Yeas, 10 Nays, 0 Absent, 2

7. UNFINISHED BUSINESS

8. NEW BUSINESS

a. Agreements for Santa Claus performances 2020

Tighe let the board know that the two performance agreements have had a clause added to address the current COVID-19 situation.

MOTION: Motion by Fehan, seconded by Valentine to approve the Santa Claus agreements with Randy Lee and Daniel Suttikus for Santa Claus performances during the 2020 holiday season, conditional upon receipt of signatures and insurance from respective performers.

VOTE: Yeas, 10 Nays, 0 Absent, 2

b. Request to Extend Snow Removal Agreement

Tighe shared that the contract had a provision to extend for 1-year. The extension includes an increase in scope to include the new bump-outs in the sidewalk.

Valentine commented that a supplemental scope of work should be included. He said that it would make sense to be more specific about exactly what additional work is expected for the additional \$5,000. He suggested bringing this back next month with more detail.

9. INFORMATION

a. Retail Activity

b. Announcements

c. Letters, Board Attendance & Monthly Meeting Schedule

10. PUBLIC COMMENTS

11. ADJOURNMENT – 9:20 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	704,534.26
247-000.000-028.0000	MISCELLANEOUS	1,743.72
247-000.000-028.9999	ALLOW FOR DOUBTFUL ACCTS.	(1,653.72)
247-000.000-048.0885	PSD 2019-2020 DELQ SAD	17,429.20
Total Assets		722,303.46
*** Liabilities ***		
247-000.000-202.0000	ACCOUNTS PAYABLE	30,467.92
247-000.000-255.0001	GIFT CERTIFICATES	525.00
247-000.000-367.0300	DEFER. INFLOWS - MISCELLANEOUS INV	90.00
247-000.000-367.0800	DEFER. INFLOWS - DELQ SPECIAL ASSE	17,429.20
Total Liabilities		48,512.12
*** Fund Balance ***		
247-000.000-391.0000	RETAINED EARNINGS	680,198.80
Total Fund Balance		680,198.80
Beginning Fund Balance - 19-20		680,198.80
Net of Revenues VS Expenditures - 19-20		206,290.05
*19-20 End FB/20-21 Beg FB		886,488.85
Net of Revenues VS Expenditures - Current Year		(212,697.51)
Ending Fund Balance		673,791.34
Total Liabilities And Fund Balance		722,303.46

* Year Not Closed

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 09/30/2020

GL NUMBER	DESCRIPTION	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	ACTIVITY FOR MONTH 09/30/20	YTD BALANCE 09/30/2020	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 247 - PRINCIPAL SHOPPING DISTRICT								
Revenues								
Dept 000.000								
USE OF FUND BALANCE								
247-000.000-400.0000	APPROP FUND BAL/RET EARN	(27,720.00)	47,280.00	0.00	0.00	0.00	47,280.00	0.00
USE OF FUND BALANCE		(27,720.00)	47,280.00	0.00	0.00	0.00	47,280.00	0.00
CHARGES FOR SERVICES								
247-000.000-641.0585	CHARGES TO AUTO PARKING SYSTEM	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00
CHARGES FOR SERVICES		25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00
INTEREST AND RENT								
247-000.000-664.0000	INVESTMENT INCOME	13,700.00	13,700.00	0.00	(137.19)	0.00	13,837.19	(1.00)
INTEREST AND RENT		13,700.00	13,700.00	0.00	(137.19)	0.00	13,837.19	(1.00)
SPECIAL ASSESSMENTS								
247-000.000-672.0247	FUTURE SPECIAL ASSESSEMENTS -	1,030,930.00	1,030,930.00	0.00	0.00	0.00	1,030,930.00	0.00
247-000.000-672.0885	PSD SPEC ASSESS REVENUE 2019-2	24,040.00	24,040.00	0.00	0.00	0.00	24,040.00	0.00
SPECIAL ASSESSMENTS		1,054,970.00	1,054,970.00	0.00	0.00	0.00	1,054,970.00	0.00
OTHER REVENUE								
247-000.000-676.0001	CONTR FROM PRIVATE SOURCE	190,000.00	190,000.00	120.00	540.00	0.00	189,460.00	0.28
OTHER REVENUE		190,000.00	190,000.00	120.00	540.00	0.00	189,460.00	0.28
Total Dept 000.000		1,255,950.00	1,330,950.00	120.00	402.81	0.00	1,330,547.19	0.03
TOTAL REVENUES		1,255,950.00	1,330,950.00	120.00	402.81	0.00	1,330,547.19	0.03
Expenditures								
Dept 298.000 - PUBLIC RELATIONS								
PERSONNEL SERVICES								
247-298.000-702.0001	SALARIES & WAGES DIRECT	32,700.00	32,700.00	0.00	439.71	0.00	32,260.29	1.34
247-298.000-702.0003	LONGEVITY	550.00	550.00	0.00	0.00	0.00	550.00	0.00
247-298.000-706.0001	FICA	2,550.00	2,550.00	0.00	33.08	0.00	2,516.92	1.30
247-298.000-706.0002	HOSPITALIZATION	4,710.00	4,710.00	0.00	45.63	0.00	4,664.37	0.97
247-298.000-706.0007	WORKER'S COMPENSATION	110.00	110.00	0.00	1.37	0.00	108.63	1.25
247-298.000-706.0012	RETIREMNT-DEF CONTR EMPLR	3,160.00	3,160.00	0.00	41.73	0.00	3,118.27	1.32
247-298.000-706.0013	RET HLTH SVGS CONTR EMPLR	690.00	690.00	0.00	8.86	0.00	681.14	1.28
PERSONNEL SERVICES		44,470.00	44,470.00	0.00	570.38	0.00	43,899.62	1.28
Total Dept 298.000 - PUBLIC RELATIONS		44,470.00	44,470.00	0.00	570.38	0.00	43,899.62	1.28
Dept 441.005 - DOWNTOWN MAINTENANCE								
PERSONNEL SERVICES								
247-441.005-702.0001	SALARIES & WAGES DIRECT	55,510.00	55,510.00	5,240.25	15,515.70	0.00	39,994.30	27.95
247-441.005-702.0002	OVERTIME PAY	26,450.00	26,450.00	2,878.04	9,559.47	0.00	16,890.53	36.14
247-441.005-702.0003	LONGEVITY	340.00	340.00	0.00	0.00	0.00	340.00	0.00
247-441.005-706.0001	FICA	6,560.00	6,560.00	604.19	1,872.79	0.00	4,687.21	28.55
247-441.005-706.0002	HOSPITALIZATION	10,460.00	10,460.00	1,157.18	2,967.20	0.00	7,492.80	28.37

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 09/30/2020

GL NUMBER	DESCRIPTION	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	ACTIVITY FOR MONTH 09/30/20	YTD BALANCE 09/30/2020	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 247 - PRINCIPAL SHOPPING DISTRICT								
Expenditures								
247-441.005-706.0003	LIFE INSURANCE	200.00	200.00	25.32	72.62	0.00	127.38	36.31
247-441.005-706.0004	RETIRE CONTRIB HEALTH	12,610.00	12,610.00	911.81	2,842.64	0.00	9,767.36	22.54
247-441.005-706.0005	DENTAL/OPTICAL	630.00	630.00	56.94	148.17	0.00	481.83	23.52
247-441.005-706.0006	LT/ST DISABILITY	640.00	640.00	60.10	175.06	0.00	464.94	27.35
247-441.005-706.0007	WORKER'S COMPENSATION	1,580.00	1,580.00	185.02	557.31	0.00	1,022.69	35.27
247-441.005-706.0010	RETIREMENT EMPLOYER CNTB	7,270.00	7,270.00	576.82	1,730.46	0.00	5,539.54	23.80
247-441.005-706.0011	HRA BENEFIT	100.00	100.00	0.00	0.00	0.00	100.00	0.00
247-441.005-706.0012	RETIREMNT-DEF CONTR EMPLR	2,210.00	2,210.00	529.46	1,388.45	0.00	821.55	62.83
247-441.005-706.0013	RET HLTH SVGS CONTR EMPLR	1,010.00	1,010.00	165.30	472.62	0.00	537.38	46.79
PERSONNEL SERVICES		125,570.00	125,570.00	12,390.43	37,302.49	0.00	88,267.51	29.71
OTHER CHARGES								
247-441.005-941.0000	EQUIPMENT RENTAL OR LEASE	43,000.00	43,000.00	3,782.79	14,715.92	0.00	28,284.08	34.22
OTHER CHARGES		43,000.00	43,000.00	3,782.79	14,715.92	0.00	28,284.08	34.22
Total Dept 441.005 - DOWNTOWN MAINTENANCE								
		168,570.00	168,570.00	16,173.22	52,018.41	0.00	116,551.59	30.86
Dept 748.000 - PRINCIPAL SHOPPING DISTRICT								
PERSONNEL SERVICES								
247-748.000-702.0001	SALARIES & WAGES DIRECT	234,900.00	234,900.00	15,665.30	46,332.40	0.00	188,567.60	19.72
247-748.000-706.0001	FICA	17,970.00	17,970.00	1,137.48	3,367.78	0.00	14,602.22	18.74
247-748.000-706.0002	HOSPITALIZATION	37,340.00	37,340.00	2,871.82	8,328.28	0.00	29,011.72	22.30
247-748.000-706.0003	LIFE INSURANCE	950.00	950.00	72.34	209.78	0.00	740.22	22.08
247-748.000-706.0004	RETIRE CONTRIB HEALTH	5,620.00	5,620.00	467.67	1,403.01	0.00	4,216.99	24.96
247-748.000-706.0005	DENTAL/OPTICAL	1,640.00	1,640.00	122.26	354.56	0.00	1,285.44	21.62
247-748.000-706.0006	LT/ST DISABILITY	990.00	990.00	73.36	212.74	0.00	777.26	21.49
247-748.000-706.0007	WORKER'S COMPENSATION	740.00	740.00	79.58	233.62	0.00	506.38	31.57
247-748.000-706.0010	RETIREMENT EMPLOYER CNTB	4,830.00	4,830.00	402.25	1,206.75	0.00	3,623.25	24.98
247-748.000-706.0012	RETIREMNT-DEF CONTR EMPLR	10,370.00	10,370.00	774.26	2,245.36	0.00	8,124.64	21.65
247-748.000-706.0013	RET HLTH SVGS CONTR EMPLR	1,820.00	1,820.00	140.00	406.00	0.00	1,414.00	22.31
PERSONNEL SERVICES		317,170.00	317,170.00	21,806.32	64,300.28	0.00	252,869.72	20.27
OTHER CHARGES								
247-748.000-801.0200	LEGAL SERVICES	3,000.00	3,000.00	0.00	610.72	0.00	2,389.28	20.36
247-748.000-802.0100	AUDIT	760.00	760.00	206.60	206.60	0.00	553.40	27.18
247-748.000-828.0300	PARKING VALET SERVICES	15,000.00	90,000.00	100.00	2,100.00	75,000.00	12,900.00	85.67
247-748.000-829.0100	SNOW REMOVAL CONTRACT	59,000.00	59,000.00	0.00	0.00	0.00	59,000.00	0.00
247-748.000-829.0200	WEB SITE MAINTENANCE	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00	0.00
247-748.000-851.0000	TELEPHONE	1,750.00	1,750.00	99.84	202.90	0.00	1,547.10	11.59
247-748.000-901.0400	MARKETING & ADVERTISING	150,000.00	150,000.00	9,199.50	37,906.11	0.00	112,093.89	25.27
247-748.000-901.0500	PUBLIC RELATIONS	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00
247-748.000-903.0000	TENANT RECRUITMENT	100,000.00	100,000.00	10,460.23	16,723.29	0.00	83,276.71	16.72
247-748.000-904.0000	PRINTING PSD MAGAZINE	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	0.00
247-748.000-909.0000	SPECIAL EVENTS	200,000.00	200,000.00	17,293.65	23,719.88	0.00	176,280.12	11.86
247-748.000-933.0200	EQUIPMENT MAINTENANCE	1,200.00	1,200.00	0.00	217.49	0.00	982.51	18.12
247-748.000-935.0200	MAINTENANCE SHOPPING DIST	70,000.00	70,000.00	827.10	1,465.50	0.00	68,534.50	2.09
247-748.000-942.0000	COMPUTER EQUIPMENT RENTAL	20,930.00	20,930.00	1,744.17	5,232.51	0.00	15,697.49	25.00
247-748.000-944.0000	BUILDING OR FACILITY RENT	12,000.00	12,000.00	1,000.00	3,000.00	0.00	9,000.00	25.00
247-748.000-955.0100	TRAINING	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00
247-748.000-955.0300	MEMBERSHIP & DUES	1,600.00	1,600.00	0.00	575.00	0.00	1,025.00	35.94
247-748.000-955.0400	CONFERENCES & WORKSHOPS	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00
247-748.000-957.0400	LIAB INSURANCE PREMIUMS	4,500.00	4,500.00	375.00	1,125.00	0.00	3,375.00	25.00

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 09/30/2020

GL NUMBER	DESCRIPTION	2020-21	2020-21	ACTIVITY FOR	YTD BALANCE	ENCUMBERED	UNENCUMBERED	% BDGT
		ORIGINAL	2020-21	MONTH	09/30/2020	YEAR-TO-DATE	BALANCE	USED
		BUDGET	AMENDED BUDGET	09/30/20				
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Fund 247 - PRINCIPAL SHOPPING DISTRICT								
Expenditures								
OTHER CHARGES		719,240.00	794,240.00	41,306.09	93,085.00	75,000.00	626,155.00	21.16
SUPPLIES								
247-748.000-727.0000	POSTAGE	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00
247-748.000-729.0000	OPERATING SUPPLIES	3,500.00	3,500.00	3.00	3,126.25	0.00	373.75	89.32
SUPPLIES		6,500.00	6,500.00	3.00	3,126.25	0.00	3,373.75	48.10
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Total Dept 748.000 - PRINCIPAL SHOPPING DISTRICT		1,042,910.00	1,117,910.00	63,115.41	160,511.53	75,000.00	882,398.47	21.07
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TOTAL EXPENDITURES		1,255,950.00	1,330,950.00	79,288.63	213,100.32	75,000.00	1,042,849.68	21.65
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Fund 247 - PRINCIPAL SHOPPING DISTRICT:								
TOTAL REVENUES		1,255,950.00	1,330,950.00	120.00	402.81	0.00	1,330,547.19	0.03
TOTAL EXPENDITURES		1,255,950.00	1,330,950.00	79,288.63	213,100.32	75,000.00	1,042,849.68	21.65
NET OF REVENUES & EXPENDITURES		0.00	0.00	(79,168.63)	(212,697.51)	(75,000.00)	287,697.51	100.00

PRINCIPAL SHOPPING DISTRICT
CASH FLOW
FOR THE MONTH OF SEPTEMBER 2020

	<u>DESCRIPTION</u>	<u>PROJECTED</u>	<u>ACTUAL</u>	<u>VARIANCE</u>
	BEGINNING CASH BALANCE	\$ 765,015	\$ 786,164	\$ 21,149
	CASH RECEIPTS:			
	Special Assessments	3,610	-	(3,610)
	Interest Income*	1,060	-	(1,060)
	Advisory Parking Committee	-	-	-
	Special Event Revenue	<u>42,400</u>	<u>120</u>	<u>(42,280)</u>
	Sub-total cash receipts	47,070	120	(46,950)
	CASH DISBURSEMENTS:			
	OFFICE DISBURSEMENTS			
	PSD Personnel Costs	24,400	20,936	3,464
727.0000	Postage	400	-	400
729.0000	Supplies	310	377	(67)
801.0200	Legal	250	611	(361)
802.0100	Audit	330	207	123
811.0000	Other Contractual Service	-	-	-
933.0200	Equipment Maintenance	300	218	82
851.0000	Telephone	140	100	40
955.0100	Training	90	-	90
955.0300	Memberships & Dues	320	575	(255)
955.0400	Conferences & Workshops	-	-	-
942.0000	Computer Equipment Rental	1,740	1,744	(4)
957.0400	Liability Insurance	375	375	-
944.0000	Building Rent	<u>1,000</u>	<u>1,000</u>	<u>-</u>
	Sub-total Office Disbursements	29,655	26,143	3,512
	PROGRAM DISBURSEMENTS			
	DPS Downtown Maintenance	23,600	14,773	8,827
	Promotion Personnel Costs	3,710	-	3,710
	Gift Certificates Out	-	-	-
828.0300	Valet Services	-	2,000	(2,000)
829.0100	Snow Removal	-	-	-
935.0200	Maintenance PSD	1,400	638	762
901.0400	Marketing & Advertising	20,000	18,757	1,243
901.0500	Public Relations	1,000	-	1,000
903.0000	Tenant Recruitment	8,330	6,911	1,419
909.0000	Special Events	4,000	12,528	(8,528)
904.0000	PSD Magazine	30,000	-	30,000
829.0200	Web Site Maintenance	<u>-</u>	<u>-</u>	<u>-</u>
	Sub-total Program Disbursements	<u>92,040</u>	<u>55,607</u>	<u>36,433</u>
	Total Disbursements	121,695	81,750	39,945
	INCREASE (DECREASE) IN CASH BALANCE	<u>(74,625)</u>	<u>(81,630)</u>	<u>(7,005)</u>
	ENDING CASH BALANCE	<u>\$ 690,390</u>	<u>\$ 704,534</u>	<u>\$ 14,144</u>

* Working through year-end and July-August entries.

PRINCIPAL SHOPPING DISTRICT
ACTUAL CASH FLOW
FOR THE THREE MONTHS ENDED SEPTEMBER 2020

	DESCRIPTION	PROJECTED	ACTUAL	VARIANCE
	BEGINNING CASH BALANCE	\$ 909,425	\$ 909,425	\$ -
	CASH RECEIPTS:			
	Special Assessments	13,830	36,154	22,324
	Interest Income	3,450	(137)	(3,587)
	Advisory Parking Committee	-	-	
	Special Event Revenue	110,800	1,146	(109,654)
	Sub-total cash receipts	128,080	37,163	(90,917)
	CASH DISBURSEMENTS:			
	OFFICE DISBURSEMENTS			
	PSD Personnel Costs	85,400	76,141	9,259
727.0000	Postage	400	-	400
729.0000	Supplies	980	3,161	(2,181)
801.0200	Legal	750	788	(38)
802.0100	Audit	330	207	123
811.0000	Other Contractual Service	-	-	-
933.0200	Equipment Maintenance	300	218	82
851.0000	Telephone	430	305	125
955.0100	Training	250	-	250
955.0300	Memberships & Dues	400	950	(550)
955.0400	Conferences & Workshops	1,250	-	1,250
942.0000	Computer Equipment Rental	5,220	5,232	(12)
957.0400	Liability Insurance	1,125	1,125	-
944.0000	Building Rent	3,000	3,000	-
	Sub-total Office Disbursements	99,835	91,127	8,708
	PROGRAM DISBURSEMENTS			
	DPS Downtown Maintenance	52,210	56,918	(4,708)
	Promotion Personnel Costs	11,130	1,950	9,180
	Gift Certificates Out	-	25	(25)
828.0300	Valet Services	-	2,000	(2,000)
829.0100	Snow Removal	-	-	-
935.0200	Maintenance PSD	24,600	4,979	19,621
901.0400	Marketing & Advertising	57,000	47,026	9,974
901.0500	Public Relations	2,000	-	2,000
903.0000	Tenant Recruitment	24,990	13,826	11,164
909.0000	Special Events	45,000	24,143	20,857
904.0000	PSD Magazine	30,000	-	30,000
829.0200	Web Site Maintenance	350	60	290
	Sub-total Program Disbursements	247,280	150,927	96,353
	Total Disbursements	347,115	242,054	105,061
	INCREASE (DECREASE) IN CASH BALANCE	(219,035)	(204,891)	14,144
	ENDING CASH BALANCE	\$ 690,390	\$ 704,534	\$ 14,144

CITY OF BIRMINGHAM
PRINCIPAL SHOPPING DISTRICT
CASH FLOW ANALYSIS
JULY 2020 TO JUNE 2021

DESCRIPTION	ACTUAL			PROJECTED									Total 2019-2020
	JULY 2020	AUGUST 2020	SEPTEMBER 2020	OCTOBER 2020	NOVEMBER 2020	DECEMBER 2020	JANUARY 2021	FEBRUARY 2021	MARCH 2021	APRIL 2021	MAY 2021	JUNE 2021	
BEGINNING CASH BALANCE	909,425	823,584	786,164	704,534	608,619	557,620	450,771	802,702	1,245,503	1,192,504	1,131,139	1,038,714	909,425
CASH RECEIPTS:													
2019 Assessment	539	35,615	-	-	-	1,000	1,000	1,000	-	-	7,210	-	46,364
2020 Assessment	-	-	-	-	-	51,550	463,920	505,160	10,300	-	-	-	1,030,930
Special Assessments	539	35,615	-	-	-	52,550	464,920	506,160	10,300	-	7,210	-	1,077,294
Interest Income	(76)	(61)	-	960	820	750	600	1,050	1,640	1,570	1,490	1,370	10,113
Advisory Parking Committee	-	-	-	-	25,000	-	-	-	-	-	-	-	25,000
Special Event Revenue	870	156	120	17,270	23,260	5,610	3,380	2,130	10,280	12,000	4,120	1,150	80,346
Sub-total cash receipts	1,333	35,710	120	18,230	49,080	58,910	468,900	509,340	22,220	13,570	12,820	2,520	1,192,753
CASH DISBURSEMENTS:													
OFFICE DISBURSEMENTS													
PSD Personnel Costs	33,345	21,860	20,936	24,400	24,400	24,400	36,600	24,400	24,400	24,400	24,400	24,370	307,911
727.00 Postage	-	-	-	400	400	400	-	-	-	400	400	600	2,600
729.00 Supplies	-	2,784	377	280	280	280	280	280	280	280	280	280	5,681
801.02 Legal	-	177	611	250	250	250	250	250	250	250	250	250	3,038
802.01 Audit	-	-	207	330	-	100	-	-	-	-	-	-	637
811.00 Other Contractual Service	1,440	-	-	-	-	-	-	-	-	-	-	-	1,440
933.02 Equipment Maintenance	-	-	218	-	-	300	-	-	300	-	-	300	1,118
851.00 Telephone	102	103	100	150	140	150	140	150	140	150	150	150	1,625
955.01 Training	-	-	-	80	80	90	80	80	90	80	80	90	750
955.03 Memberships & Dues	-	375	575	-	400	-	130	30	-	270	370	-	2,150
955.04 Conferences & Workshops	-	-	-	-	-	300	700	250	-	-	400	100	1,750
942.00 Computer Equipment Rental	1,744	1,744	1,744	1,740	1,740	1,740	1,740	1,750	1,750	1,750	1,750	1,750	20,942
957.04 Liability Insurance	375	375	375	375	375	375	375	375	375	375	375	375	4,500
944.00 Building Rent	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Sub-total Office Disbursements	38,006	28,418	26,143	29,005	29,065	29,385	41,295	28,565	28,585	28,955	29,455	29,265	366,142
PROGRAM DISBURSEMENTS													
DPS Downtown Maintenance	26,958	15,187	14,773	6,110	22,500	22,500	18,200	6,110	6,110	6,110	6,110	22,610	173,278
Promotion Personnel Costs	1,950	-	-	3,700	3,700	3,710	3,710	3,700	3,710	3,710	3,700	3,700	35,290
Gift Certificates Out	-	25	-	-	-	-	-	-	-	-	-	-	-
828.03 Valet Services	-	-	2,000	-	-	7,500	7,500	-	-	-	-	-	17,000
829.01 Snow Removal	-	-	-	-	9,834	9,834	9,834	9,834	9,834	9,830	-	-	59,000
935.02 Maintenance PSD	3,703	638	638	5,000	-	1,400	8,000	-	8,000	7,000	8,000	8,000	50,379
901.04 Marketing & Advertising	10,778	17,491	18,757	7,000	10,000	20,000	9,000	9,000	9,000	10,000	10,000	9,000	140,026
901.05 Public Relations	-	-	-	1,000	1,000	1,000	1,000	1,000	-	1,000	1,000	1,000	8,000
903.00 Tenant Recruitment	(528)	7,443	6,911	8,330	8,330	8,330	8,330	8,330	8,330	8,330	8,330	8,370	88,836
909.00 Special Events	7,687	3,928	12,528	24,000	14,000	62,000	10,000	-	-	-	37,000	8,000	179,143
904.00 PSD Magazine	-	-	-	30,000	-	-	-	-	-	-	-	-	30,000
829.02 Web Site Maintenance	60	-	-	-	1,650	100	100	-	1,650	-	1,650	-	5,210
Sub-total Program Disbursements	50,608	44,712	55,607	85,140	71,014	136,374	75,674	37,974	46,634	45,980	75,790	60,680	786,162
Total Disbursements	88,614	73,130	81,750	114,145	100,079	165,759	116,969	66,539	75,219	74,935	105,245	89,945	1,152,304
INCREASE (DECREASE) IN CASH BALANCE	(87,281)	(37,420)	(81,630)	(95,915)	(50,999)	(106,849)	351,931	442,801	(52,999)	(61,365)	(92,425)	(87,425)	40,449
ENDING CASH BALANCE	822,144	786,164	704,534	608,619	557,620	450,771	802,702	1,245,503	1,192,504	1,131,139	1,038,714	951,289	949,874



Special Events Committee

October 9, 2020 – ZOOM Meeting

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

Staff: Tighe, Brook

1. Welcome and Introductions

PRESENT: Astrein, Hussey, Kay, Pohlod

ABSENT: Fehan McLeod, Knight, Solomon

ADMINISTRATION: Tighe, Brook, Bassett

GUESTS: Kate Milz-Gazelle Sports

2. Winter Markt

- a. The committee discussed the feasibility of holding Winter Markt during the ongoing pandemic.
- b. The group voted unanimously to recommend to the BSD board of directors that, for safety reasons and if the state and Oakland County COVID-19 guidelines remain the same, that the BSD cancel the 2020 Winter Markt.

3. Holiday Activities

- a. Small Business Saturday – November 28th
 - i. We will offer Birmingham Bucks for those who shop Friday, November 27th – Sunday, November 29th. Shoppers can earn \$25 for every \$100 spent. Individuals are eligible to earn a maximum of \$100.
 - ii. Hazel, Ravines & Downtown has offered to pass out hot chocolate at the corner of Maple & Old Woodward from 10 a.m. – 3 p.m. on November 28th.
 - iii. Santa visits will start on Small Business Saturday.
- b. Santa House – Socially distanced Santa visits will be by appointment only, in Shain Park in front of Santa House.
- c. Tree Lighting – the city is looking into staging a virtual lighting ceremony.
- d. Scavenger Hunt
 - i. Brook proposed the idea of working with a third party provider to design a scavenger hunt that is powered by a smart phone app. This would help bring people into the downtown area between Thanksgiving and Christmas.
 - ii. The committee liked this idea and encouraged sponsorship recruitment to cover any expenses.
- e. Other activities
 - i. We are working on putting together a calendar of other give-aways and activities that will take place on Saturdays and/or Sundays in December.

4. The Great Decorate

- a. Stores and restaurants will be invited to take part in this tree decorating fundraising initiative.
- b. A competition will be held for the best decorated tree in downtown. The public will vote with their donations. This means the tree that generates the highest dollar amount in donations will be the winning tree. There will also be a panel of judges who will select a “Judge’s Choice” winner.

- c. The two businesses whose trees are selected as winners will each win a \$5,000 small business grant.
 - d. Money raised will be divided and distributed to select teens who are aging out of the foster care system in Michigan.
- 5. Farmers Market
 - a. The 2020 Farmers Market season is wrapping-up on Sunday, October 25th.
 - b. The committee would like to start planning early in 2021 for the Farmers Market.

NEXT MEETING: Friday, November 13 at 8:30 a.m.

2020-21 Budget: \$190,000

Remaining balance after October vouchers: \$162,547



The Shopping District

Marketing & Advertising Committee Meeting

Members: Pohlod (Chair), Champagne, Eid, Kay, Knight and Lundberg

Benkert and Darakjian taking an extended leave of absence from committee.

Staff: Tighe, Brook

1. No meeting held in October

2. Holiday Video and Magazine Insert

The committee discussed that the holiday gift guide is nearing completion. It will be published in the November issue of Renaissance Media. The committee also talked with a representative from Renaissance Media about the holiday video. Some items to feature include table settings, bedding and possibly gift-wrap. Filming for the video will take place the first week of November. The committee would also like to feature stores and businesses on East and West Maple to showcase the new streetscape and completed construction, if possible.

3. Website RFP

Thirty-six companies submitted proposals to re-design the BSD website. The list was narrowed down to the top six RFPs. The committee looked at sample sites from each of those six vendors and selected four bidders that they would like to interview. The committee interviewed Miles and RJM for a second interview. The committee unanimously approved Miles as the winner of the process and recommends them for formal approval at the November board meeting.

NEXT MEETING: Thursday, November 19 at 8:30 a.m.

Marketing 2020-21 Budget: \$115,000

Remaining balance after October vouchers: \$83,594

Magazine 2020-21 Budget: \$60,000

Remaining balance after October vouchers: \$53,000



Maintenance/Capital Improvement Committee

October 12, 2020

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

Staff: Tighe, Wood, Laird, McGaughey, Jurek

The Shopping District

1. Welcome and Introductions:

PRESENT: Quintal, Fehan, Pohlod, Roberts, Ceresnie

ABSENT:

ADMINISTRATION: Tighe, Wood, Laird, McGaughey, Jurek

VISITORS: None

2. Holiday planters:

- a. The committee has submitted its order for holiday planters which will have birch logs, greenery, holly, and ornaments and planted early November.

3. Holiday lighting:

- a. DPS will start stringing lights throughout the city in October.

4. Snow removal contract:

- a. The committee is recommending extending its snow removal contract this year as allowed per the existing contract. Additionally, they are recommending adding the following items highlighted in yellow to the scope of work. The additional cost of \$7,700 will be covered by the \$2,000 extra in budget for snow removal plus \$6,000 from the maintenance committee budget that is not being used this year for the Merrill St. lights.

Current Snow Removal Budget	\$59,000
Current Contract	\$57,000

Additional quotes:

Bump outs	\$4,300	cost for the additional snow removal to clear twelve new pedestrian walkways in the new streetscape
Additional pass	\$3,400	one additional pass with brooms from Willits to Brown along Old Woodward, and from Woodward to Chester Street along Maple
Hand work	\$28,500	clear ALL of the snow to the curb from Willits to Brown along Old Woodward, and from Woodward to Chester Street along Maple

Key:

Committee voted to add this service to 2021 contract extension

Committee voted to **NOT** add this additional service in 2021

2. Merrill Street Lighting:

- a. The Merrillwood Building completed a new façade this past year that obstructs the BSD from stringing lights across Merrill St. this year. The committee decided to use the \$6,000 allocated for the Merrill St. lighting and put toward the additional snow removal above.

NEXT MEETING: November 10, 2020

2020-10 Budget: \$60,000

Remaining balance October vouchers: \$52,293

Snow removal 2020-21 Budget: \$60,000

Remaining balance after October vouchers: \$50,583



The Shopping District

Business Development Committee

October 22, 2020

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

Staff: Tighe

1. Welcome and Introductions

PRESENT: Surnow, Hockman, Quintal, McKenzie

ABSENT:

ADMINISTRATION: Tighe

GUESTS: Cindy Ciura, CC Consulting

2. Retention and Growth

- a. Virtual Real Estate Broker and Property Owner Summit - The BSD hosted a real estate summit featuring CoStar who presented an overview of the national and local real estate market, a Community Development presentation on new development in Birmingham, and an update on retail real estate in Birmingham. Slide presentations are attached to this report for review.
- b. October merchant meeting held featuring the "Retail Doctor" Bob Phibbs who provided retailers tips on how to have a successful holiday sales season. Additionally, the BSD provided updates on holiday activities and initiatives taking place i.e. The Great Decorate, Santa House, free valet parking, free parking in garages, etc.

3. Attraction

- a. CC consulting provided an update on our prospective retailer list. The committee discussed ways to improve the pipeline report and hope to have changes implemented by the December board meeting.
- b. The committee discussed how it can continue to refine its strategy during COVID-19 to include defining its goals, objectives and key performance indicators to better help the BSD measure metrics in business development.

NEXT MEETING: Thursday, November 26, 2020 at 8:30 a.m.

2020-21 Budget: \$190,000

Remaining balance after October vouchers: \$164,019

Retail Pipeline report

	Code Name	Status	SF	Timing	Notes
1	Women's apparel	Lease signed		Summer 2019	Store opened
2	Women's apparel	Lease signed	1500-1800		Store opened Sept 12
3	Womens apparel	Serious Prospect			Working on a deal in the old Panera
4	Men & women apparel	Serious Prospect			Working on a deal in the old Panera
5	Men & women apparel	Serious Prospect			Looking at several locations
6	Jewelry	Serious Prospect			Looking at several locations
7	Chocolate	Serious Prospect			Looking at several locations
8	Home	Serious Prospect			Touring the week of Oct 19
9	Mens apparel	Serious Prospect			Looking at the Wooley space
10	Men & women apparel	Serious Prospect			Looking at Panera space and others
11	Furniture	Serious Prospect			Looking at downtown location
12	Shoes	On Hold, but interested			Last connected 10/2
13	Womens & Girls Apparel	On Hold, but interested			Last connected 10/23
14	Convenience	On Hold, but interested			Last connected 10/2
15	Computer	On Hold, but interested			Last connected 10/6
16	Luggage	On Hold, but interested			Last connected 10/2
17	Electronics	On Hold, but interested			Let go real estate manager Last connected 10/22 asked if any landlord would do a low cost deal
18	Furniture	On Hold, but interested			Last connected 10/14
19	Men's apparel	On Hold, but interested			Last connected 10/14
20	Shared workspace	On Hold, but interested			Talking to Sam's team
21	Womens apparel	On Hold, but interested			Last connected 9/9
22	Womens apparel	On Hold, but interested			Interested in Najor space, will reconnect first of 2021, new prospect 10/19
23	Shoes	On Hold, but interested			Last connected 10/19
24	Womens apparel	On Hold, but interested			Last connected 10/2
25	Men's apparel	On Hold, but interested			Last connected 10/2
26	Womens sports apparel	On Hold, but interested			Last connected 10/2 not responsive
27	Mens & Womens apparel	On Hold, but interested			Last connected 10/6
28	Home goods	On Hold, but interested			Last connected 9/28
29	Shoes	On Hold, but interested			Last connected 9/16
30	Men's apparel	On Hold, but interested			New contact needed
31	Mens & Womens apparel	On Hold, but interested			Last connected 10/23
32	Womens apparel	On Hold, but interested	Real estate mgr gone		Real estate mgr gone Last connected 9/11 email bounced
33	Perfume	On Hold, but interested			Last connected 10/3
34	Eyeware	On Hold, but interested	Real estate rep on maternity		Last connected 10/14
35	Womens apparel	On Hold, but interested			Last connected 10/3
36	Mens & Womens apparel	On Hold, but interested			Last connected 10/14
37	Furniture	On Hold, but interested			Connecting at Shop Talk
38	Mens & Womens apparel	On Hold, but interested			Last connected 10/16
39	Exercise	On Hold, but interested			Last connected 10/15
40	Mens apparel	On Hold, but interested			New prospect Looking at sites 10/21
41	Home	On Hold, but interested			Real estate rep gone Last connected 10/3
42	Womens apparel	On Hold, but interested			Contact after the first of the year, new prospect
43	Womens and Men apparel	On Hold, but interested			Last connected 10/15
44	Furniture	On Hold, but interested			Last connected 9/3

	Code Name	Status	SF	Timing	Notes
45		On Hold, but interested			Last connect 10/21
46	Womens apparel	On Hold, but interested	New Broker		Last connected 10/4
47	Shoes	On Hold, but interested			Last connected 9/22
48	Men's apparel	On Hold, but interested			Last connected 10/23
49	Crystal	On Hold, but interested			Last connected 10/14
50	Womens apparel	On Hold, but interested			Last connected 10/2
51	Mens & Womens apparel	On Hold, but interested			Last connected 9/25
52	Mens & Womens apparel	On Hold, but interested			Last connected 9/25
53	Toys	On Hold, but interested			No holiday stores due to Covid Last connected 9/18
54	Womens apparel	On Hold, but interested			Last connected 10/22
55	Womens apparel	On Hold, but interested			Last connected 10/21
56	Men's apparel	On Hold, but interested			Last connected 8/28
57	Mens and Womens Apparel	On Hold, but interested			Last connected 10/4
58	Mens and Womens Apparel	On Hold, but interested			Last connected 10/23
59	Women's apparel 12	Initial Contact			In touch with broker said not sure of MI
60	Cosmetics	Initial Contact			New Contact
61	Women's apparel and accessories	Initial contact			Initial contact
62	Home	Initial contact			New Contact
63	Luxury fashion 5	Initial contact			Initial contact not responsive
64	Furniture	Initial contact			New Contact
65	Mens and Womens Apparel	Initial contact			New Contact
66	Online	Initial Contact			New Contact
67	Womens apparel	Initial Contact			New Contact
68	Womens' apparel	Initial Contact			New Contact
69	Furniture	Initial Contact			Determining contact
70	Luxury leather goods	Initial Contact			Determining contact
71	Women's apparel 7	Initial contact			Determining contact
72	Luxury fashion 4	Initial Contact			Determining contact
73	Womens apparel	Initial Contact			New Contact
74	Cosmetics 3	Initial contact			New Contact
75	women's apparel 15	Initial contact			New contract
76	Outdoor apparel 1	Initial contact			Getting new contact
77	Furniture	Initial Contact			New Contact
78	Luxury fashion accessories 1	Initial Contact			email and telephone follow up
79	Furniture	Initial contact			New Contact
80	Sports	Initial contact			New Contact
81	Environmentally friendly apparel	Initial contact			Sent email
82	Women's contemporary apparel	Sites Sent			Sent sites
83	Outdoor apparel 2	Sites Sent			Sent sites
84	Luxury leather goods	Sites Sent			Sent sites
85	women's and men's apparel	Sites Sent			Sent sites
86	Childrens apparel	Sites Sent			Sent sites
87	Denim apparel 1	Sites Sent			Sent sites
88	Mens and Womens Apparel	Sites Sent			Sent sites

	Code Name	Status	SF	Timing	Notes
89	Luxury fashion 6	Sites Sent			Sent sites
90	Online	Sites Sent			Sent sites
91	Men's apparel 7	Sites Sent			Sent sites
92	Women's apparel	Sites Sent			Sent sites
93	Accessories	Sites Sent			Sent sites
94	Books	Sites Sent			Sent sites
95	Candy	Sites Sent			Sent site
96	cosmetics 2	Sites Sent			Sent sites
97	Women's contemporary apparel 1	Sites Sent			Sent sites
98	Womens apparel	Sites Sent			Sent sites
99	Jewelry	Sites Sent			Sent sites
100	Cafe	Sites Sent			Sent sites
101	Cafe	Sites Sent			Actively looking for a site in Birmingham
102	Mens and Womens Apparel	Sites Sent			Sent Sams site
103	Cafe	Sites Sent			Sent sites
104	Cafe	Sites Sent			Sent sites
105	Shoes	Financial problems			Filed Bankruptcy
106	Furniture	Financial problems			Decided not to pursue brick and mortar stores
107	Electronics	Financial problems			Closing all stores
108	Men's apparel	Financial problems			Filed Bankruptcy
109	Womens apparel	Financial problems			Financial problems
110	Mens and Womens Apparel	Financial problems			Filed Bankruptcy- many high end brands such as Calvin Klein, Michael Kors, Under Armour, Kate Spade
111	Shoes	Financial problems			Filed Bankruptcy
112	Furniture	Financial problems			Real estate staff fired
113	Leather goods	Financial problems			Real estate staff fired
114	Mens and Womens Apparel	Financial problems			Filed Bankruptcy
115	Womens apparel	Financial problems			Closing stores
116	Mens and Womens Apparel	Financial problems			Filed Bankruptcy
117	Womens apparel	Financial problems			Filed Bankruptcy
118	Mens and Womens Apparel	Financial problems			Watch list Filed Bankruptcy
119	Men's apparel	Financial problems			Real estate staff fired
120	Paper Goods	Financial problems			Watch list Filed Bankruptcy- parent of Paper Source
121	Furniture	Financial problems			Filed Bankruptcy
122	Mens Apparel	Financial problems			Filed Bankruptcy
123	Stationary	Financial problems			Filed Bankruptcy
124	Womens Apparel	Financial problems			Filed Bankruptcy
125	Accessories	Financial problems			Filed Bankruptcy
126	Womens apparel	Financial problems			Financial problems
127	Furniture	Financial problems			Filed Bankruptcy
128	Youth apparel	Not interested currently			Not adding stores in our market at this time, but will keep in touch.
129	Lingerie 1	Not interested currently			No interest in Birmingham
130	Mens and Womens Apparel	Not interested currently			No interest in Birmingham
131	Women's apparel 1	Not interested currently			Not responsive
132	Bookstore 1	Not interested currently			Went to Somerset

	Code Name	Status	SF	Timing	Notes
133	Family Apparel	Not interested currently			Not adding stores in our market
134	Electronics 2	Not interested currently			Did not want another Michigan location
135	Women's apparel 4	Not interested currently			email and telephone follow up
136	Women apparel	Not interested currently			too close to Somerset
137	Womens apparel	Not interested currently			Not adding another store now because of Somerset
138	Furniture 6	Not interested currently			Broker called me. MI is one of three states with special sales tax for parent company which is QVC
139	Books	Not interested currently			Rejected Boji due to price and Sam due to layout 10/16
140	Online furniture	Not interested currently			Store in trouble
141	Online cosmetics	Not interested currently			Not responsive
142	Kids Enrichment	Not interested currently			No Interest
143	Children store	Not interested currently			Not looking at stores right now
144	Mens and Womens Apparel	Not interested currently			Not looking in Michigan
145	Furniture	Not interested currently			Not wanting to add a store in MI
146	Online skincare 1	Not interested currently			Sending sites, not responsive
147	Shoes 1	Not interested currently			Real estate rep left, no new contact yet
148	Contemporary men's and women's apparel	Not interested currently			Took a serious look, but we don't have their sq footage
149	children's store 1	Not interested currently			Revisiting
150	Online Women's Clothing 1	Not interested currently			Not responsive
151	Mens and Womens Apparel	Not interested currently			Not looking in MI
152	Toys 1	Not interested currently			Won't put another store this close to Somerset
153	Online Dorm room	Not interested currently			Only doing summer pop ups. Said to contact for next summer
154	Chocolate	Not interested currently			Not responsive
155	Online Clothing 1	Not interested currently			Just starting to add stores, contact next year.
156	womens and mens apparel	Not interested currently			Not adding another store in our market
157	Dart bar	Not interested currently	Michell' space		National broker rejected site due to lack of daytime traffic.
158	cosmetics 1	Not interested currently	Boutique		Put a hold on adding stores
159	Women and men's apparel 3	Not interested currently	1800-2000		Not doing leases for 12-18 mos unless value added- in other words, no rent.
160	Furniture 4	Not interested currently			Rejected our market.
161	Shoes	Not interested currently			Not looking in MI
162	Chocolate	Not interested currently			Rejected our market.
163	Online cosmetics 3	Not interested currently			Not responsive
164	Children's apparel 1	Not interested currently			not adding stores
165	Tween fashion 1	Not interested currently			No expansion
166	online goods	Not interested currently			Not responsive
167	Men's apparel 1	Not interested currently			Interested in another market
168	Ice Cream 1	Not interested currently			Broker said they were not interested in the market.
169	Womens apparel	Not interested currently			
170	Men's shoes 1	Not interested currently	1500-1800		Not expanding now but perhaps in future
171	Kids enrichment	Not interested currently			Having a tough time getting registered in MI
172	Lingerie 2	Not interested currently			Company sold and not adding sites
173	womens and mens apparel	Not interested currently			Needs 15,000 sq ft. Interested and asked to call if we have that size
174	Candy	Not interested currently			Not responsive
175	Furniture	Not interested currently			Reviewed sites, believe too close to Somerset
176	Women's Apparel 6	Not interested currently			not responsive

	Code Name	Status	SF	Timing	Notes
177	Cosmetics	Not interested currently			Don't need another in market- but knew Birmingham well
178	Purses	Not interested currently			Not this market
179	women's and men's apparel 1	Not interested currently	Boutique		Decided to go with a larger footprint of 20,000 sq ft
180	Designer resale 1	Not interested currently	Boutique		No interest
181	Women's and men's apparel 4	Not interested currently			No interest in Birmingham
182	Bakery 1	Not interested currently			Not responsive
183	Electronics	Not interested currently			Decided to stop brick and mortar stores
184	Furniture	Not interested currently			Not in this market
185	Online Clothing 2	Not interested currently			Not responsive
186	Online purses	Not interested currently			Need a franchisee
187	Online Activewear 1	Not interested currently			Sending Sites, not responsive
188	Womens apparel	Not interested currently			Not responsive
189	Online men's suits	Not interested currently			Not interested
190	Luxury fashion 3	Not interested currently			Not interested
191	Furniture/home accessories	Not interested currently			Looking for space larger than we have
192	Luxury Resale	Not interested currently			Not looking for brick and mortar
193	Womens apparel	Not interested currently			Not doing US stores
194	Resale	Not interested currently			Not doing brick and mortar locations
195	Womens apparel	Not interested currently			Not responsive
196	cosmetics 4	Not interested currently			Somerset renewed and put in radius restriction
197	women's men's apparel	Not interested currently			Can't expand in Birmingham due to naming issues
198	Womens apparel	Not interested currently			Not adding stores
199	Online Women's shoes	Not interested currently			Said Detroit not on their list now
200	Women's athletic apparel 1	Not interested currently			retailer not interested in expanding in our market at this time.
201	Women's apparel 8	Not interested currently	2800		Rejected Birmingham and opening a store at Somerset
202	Designer resale	Not interested currently			Not doing brick and mortar locations
203	Women's apparel 3	Not interested currently	2500		Needs 24 feet width. Keep in touch, not opening stores now
204	apparel 1	Not interested currently	25,000		Don't have sq footage they need
205	Luxury apparel 2	Not interested currently			Took a serious look, but rejected due to too few high end apparel stores.
206	Luxury apparel	Not interested currently			Not serious about looking at site
207	Shoes	Not interested currently			Not looking in market
208	Eyeglass	Not interested currently			Radius restriction with Somerset
209	Home goods 1	Not interested currently			Rejected market
210	Home	Not interested currently			No need for another store
211	Leather	Not interested currently			Not looking in this market
212	Online cosmetics 1	Not interested currently			Not part of their expansion plan
213	Athletic apparel	Not interested currently			Not adding stores in our market at this time

	Key
	Lease signed
	Serious prospect
	On hold
	Initial contact made
	Sites sent

	Code Name	Status	SF	Timing	Notes
	Financial trouble				
	Not interested currently - BSDs reaches out annually to determine if circumstances have changed				

SCHEDULED TO OPEN/OPENED IN LAST 12 MONTHS

NOVEMBER 2020

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
Birmingham Pub	555	Old Woodward, South	Restaurant	09/18/20	Scheduled to Open
Birmingham Bridal	534	Old Woodward, North	Bridal	09/11/20	Scheduled to Open
Fruition Acai & Juice Bar	856	Old Woodward, North	Coffee café	07/20/20	Scheduled to Open
David Abraham Custom Clothiers	261	Maple Road, East	Tailor	05/14/20	Scheduled to Open
The Lash Lounge	856	Old Woodward, North	Salon/Spa	02/21/20	Scheduled to open
DiMaggio Fine Art & Jewelry	175	Maple Road, West	Jeweler	03/08/19	Scheduled to open
Paint Nail Bar	229	Old Woodward, North	Nail Salon	09/28/20	Opened
S-Three Restaurant	117	Willits Street	Restaurant	09/28/20	Opened
Johnny Was	115	Old Woodward, South	Womens Apparel	09/14/20	Opened
The French Lady	768	Old Woodward, North	Restaurant	09/08/20	Opened
Sorrentia's Salon	588	Old Woodward, North	Salon	09/03/20	Opened
Woodward Standard Print House	282	Maple Road, West	Apparel	08/01/20	Opened
Seven Daughters	163	Maple Road, West	Coffee roaster	08/01/20	Opened
Urban Wick Candle Bar	172	Old Woodward, North	Specialty Retailer	07/23/20	Opened
VIGA USA	152	Old Woodward, North	Apparel - women	07/16/20	Opened
ABC Vintage	154	Maple Road, West	Apparel	05/01/20	Opened
Bakehouse 46	136	Old Woodward, North	Food Specialties	02/25/20	Opened
Planthropie	135	Pierce Street	Food Specialties	02/22/20	Opened
The Colore Room	588	Old Woodward, North	Salon/Spa	02/18/20	Opened
Essential Nail Bar	282	Maple Road, West	Salon/Spa	02/01/20	Opened
fab'rik	123	Maple Road, West	Womens Apparel	11/01/19	Opened
Steele Angel	150	Maple Road, West	Apparel	11/01/19	Opened

SCHEDULED TO OPEN/OPENED IN LAST 12 MONTHS

NOVEMBER 2020

Office Occupancy Rate 88%

Retail Occupancy Rate 96%

[illegible]

Businesses that received PPE kits

Company	Contact	Phone	Address 1	Address 2	City	State	Zip
110 Couture	Stacie Maier	248-686-3400	110 South Old Woodward Avenue		Birmingham	MI	48009
220 Merrill	Khalid Diab	248-646-2220	220 East Merrill Street		Birmingham	MI	48009
4 Seasons Golf	Bob Menzies	248-792-3055	555 South Old Woodward Avenue	Suite 21U	Birmingham	MI	48009
6 Salon	George Nikolley	248-282-5600	180 South Old Woodward Avenue		Birmingham	MI	48009
7 Greens	Kelly Schaefer Janssen	248-792-8600	344 Hamilton Row		Birmingham	MI	48009
ABC Vintage	Laura Rubens	248-731-460	154 West Maple Road		Birmingham	MI	48009
Adachi	David Kraus	248-540-5900	325 South Old Woodward Avenue		Birmingham	MI	48009
Adore Salon	Dalis Palushaj	248-480-0399	241 East Merrill Street		Birmingham		48009
Adventures In Toys	Doug /Debbie Lewton	248-646-5550	250 West Maple Road		Birmingham	MI	48009
Alex Emilio Salon	Alex Lekocaj and Emilio Giglio	248-723-2230	730 North Old Woodward Avenue		Birmingham	MI	48009
Allen Edmonds	April Baylor	248-205-4089	142 West Maple Road		Birmingham	MI	48009
Alteration Center by Alice		248-642-7356	950 East Maple Road	Suite 206	Birmingham	MI	48009
Ami Doshi, DDS - Dental Radiance	Ami Doshi, DDS	248-792-6979	800 South Adams Road	Suite 105	Birmingham	MI	48009
Anthropologie	Danielle Turcotte/Stephanie Wilson	248-593-5653	214 West Maple Road		Birmingham	MI	48009
Antonino Salon & Spa	Anthony Marsalese	248-258-5990	191 Townsend Street		Birmingham	MI	48009

Antonio's Bridal	Antony Ferrante	248-645-6262	526 North Old Woodward Avenue		Birmingham	MI	48009
Astrein's Creative Jewelers	Richard Astrein	248-644-1651	120 West Maple Road		Birmingham	MI	48009
Audi Birmingham	Ali Haji-Sheikh	866-653-6321	34602 Woodward Avenue		Birmingham	MI	48009
Australia 2000 Travel Ltd.	Karen Hardy Hodgson	248-647-4530	139 West Maple Road	Second Floor	Birmingham	MI	48009
Axis Music Academy	Andrea Antone	248-258-9100	283 Hamilton Row		Birmingham	MI	48009
B.May Bags	Donna Hunter/Lea Milfeld	248-686-3389	576 North Old Woodward Avenue		Birmingham	MI	48009
BABS Salon & Wellness Spa	Bernadette A. Blanchard	248-593-6993	1077 South Worth Street		Birmingham	MI	48009
		248-593-1903	136 North Old Woodward Avenue		Birmingham	MI	48009
Bakehouse 46							
Baldwin House							
BANCO Mortgage Centre`							
Barbara Boz Boutique	Barbara Boz	248-310-0978	266 East Maple Road		Birmingham	MI	48009
Bateel	Nadia hamoudi	248-885-8006	215 North Old Woodward Avenue		Birmingham	MI	48009
Batteries Plus	Barry Murphy	248-644-0666	34164 Woodward Avenue		Birmingham	MI	48009
baus	Daniella Dushaj	248-385-5764	790 North Old Woodward Avenue		Birmingham	MI	48009
Be Well LifeStyle Cafe`	Shelby Dubin	248-785-3590	750 South Old Woodward Avenue		Birmingham		48009
Be Well LifeStyle Centers	Elaine Cozzetto	855-923-9355	750 South Old Woodward Avenue		Birmingham	MI	48009
Beach House Day Spa	Lauren MacVean	248-220-4485	34645 Woodward Avenue		Birmingham	MI	48009
Beal Bank	Nina Dauphinais	248-566-6747	301 North Old Woodward Avenue		Birmingham	MI	48009

Beauty (SALON) by J. Lyle, LTD.	Jeremy Tomkinson	248-540-0046	235 Willits Alley		Birmingham	MI	48009
Bella Piatti Bernhard & Associates Berry Moorman, P.C.	Kevin Mazziotta	248-494-7110	167 Townsend Street		Birmingham	MI	48009
Beyond Juice	Lynn Domzalski	248-594-7078	270 West Maple Road		Birmingham	MI	48009
Bianchi's Salon & Spa	Ralph Bianchi	248-220-4069	270 North Old Woodward Avenue		Birmingham	MI	48009
Birch Roots	Jessica Estes & Jennifer Estes	248-385-1500	141 West Maple Road		Birmingham	MI	48009
Birmingham Furniture & Design Studio	Kamran Karimipour	248-723-8888	808 South Old Woodward Avenue		Birmingham	MI	48009
Birmingham Furniture & Design Studio	Kristi Karimpour	248-723-8888	808 South Old Woodward Avenue		Birmingham	MI	48009
Birmingham Nails		248-594-6050	608 South Old Woodward Avenue	Suite A	Birmingham	MI	48009
Birmingham Roast	Andy Vickers	248-530-4314	525 East Brown Street		Birmingham	MI	48009
Birmingham Sushi Cafe'	Kevin Hwang	248-593-8880	377 Hamilton Row		Birmingham	MI	48009
Birmingham Wellness Center	Caro Waller	248-645-6070	219 Elm Street		Birmingham	MI	48009
Birmingham Wine Shop	Helene Fertal	248-590-2924	798 North Old Woodward Avenue	Suite B	Birmingham		48009
Bistro Joe's	Kurt Bender	248-594-0984	34244 Woodward Avenue		Birmingham		48009
Bitonti Salon	Saverio Bitonti	248-647-2555	555 South Old Woodward Avenue	Suite 23U	Birmingham	MI	48009
blo blow dry bar	Amanda Fraifogl or Nicole Ashley	248-731-7373	555 South Old Woodward Avenue	24U	Birmingham	MI	48009
bluemercury	Gabriella Hammond	248-258-3100	172 West Maple Road		Birmingham	MI	48009

Blush Couture Bride	Tina Keilanio	248-839-5870	203 Hamilton Row		Birmingham		48009
Bombshell Salon	Susan Fontanesi	248-792-2778	580 North Old Woodward Avenue		Birmingham	MI	48009
Bon Cook	Cindy Juncaj	888-838-1998	34901 Woodward Avenue	Suite 201	Birmingham	MI	48009
braam's custom cabinets		248-646-3395	114 South Old Woodward Avenue		Birmingham	MI	48009
Bridal Couture of Birmingham	Amy Pohlod	248-645-0500	912 South Old Woodward Avenue		Birmingham	MI	48009
Brooklyn Pizza	Sam Abdelfatah	248-258-6690	111 Henrietta Street		Birmingham	MI	48009
Cactus Media	Jeff Chutz	248-816-7100	176 North Old Woodward Avenue		Birmingham	MI	48009
Cafe Succo	Christopher Roumayah	248-385-5705	600 North Old Woodward Avenue	Suite 203	Birmingham		48009
Carl Sterr	Carl Sterr	248-645-6675	742 North Old Woodward Avenue		Birmingham	MI	48009
Caruso Caruso	Frank Caruso	248-645-5151	166 West Maple Road		Birmingham	MI	48009
Castaldi	Anna Castaldi		245 West Maple Road		Birmingham		48009
Ceresnie & Offen Furs	Mike Ceresnie	248-642-1690	181 South Old Woodward Avenue		Birmingham	MI	48009
Chase Bank	Joe Cory	248-594-2261	200 South Old Woodward Avenue		Birmingham	MI	48009
Chemical Bank	Suzanne Forier	248-647-1026	980 South Old Woodward Avenue		Birmingham	MI	48009
Christian Science Reading Room	Susie Golbiw	248-644-7935	355 East Maple Road		Birmingham	MI	48009
Churchill's	Amy Zaitouna/Ernest Yeldo	248-647-4555	116 South Old Woodward Avenue		Birmingham	MI	48009
CIBC	Deborah Wellman	248-566-4700	34901 Woodward Avenue	Suite 200	Birmingham	MI	48009

Cicchini Custom Clothier	Herman Masters	248-646-0535	494 South Old Woodward Avenue		Birmingham	MI	48009
Clarity Advanced Eyecare	Andrea Peczynski	248-369-3300	970 South Old Woodward Avenue		Birmingham	MI	48009
Clavenna Vision Institute	Melissa Schulman Gould	248-646-3733	600 South Adams Road	Suite 200	Birmingham	MI	48009
Claymore Shop	JJ Benkert	248-642-7755	908 South Adams Road		Birmingham	MI	48009
Coldwell Banker Weir Manuel		248-644-6300	294 East Brown Street		Birmingham	MI	48009
collideascope	Curtis Hays	248-971-0786	200 South Elm Street	Suite 200-D	Birmingham	MI	48009
Comerica Bank	Renee Marino	248-644-2601	188 North Old Woodward Avenue		Birmingham	MI	48009
Commonwealth Cafe	Alison Barnes	248-792-9766	300 Hamilton Row		Birmingham	MI	48009
Crimson Rose Antiques	Sandra McElroy	248-203-2950	205 Pierce Street	Suite 103	Birmingham	MI	48009
Cristions Fine Linen & Down	Steve Coval	248-723-3337	205 North Old Woodward Avenue		Birmingham	MI	48009
CVS/Pharmacy		248-647-9829	444 South Old Woodward Avenue		Birmingham	MI	48009
Dairy Mat Inc.	Carol	248-644-4460	35032 Woodward Avenue		Birmingham	MI	48009
Darakjian Jewelers	Janel		101 Willits Street		Birmingham		48009
David Klein Gallery	David Klein	248-433-3700	163 Townsend Street		Birmingham	MI	48009
David Wachler & Sons	Buzz Wachler	248-540-4622	112 South Old Woodward Avenue		Birmingham	MI	48009
De Giulio Kitchen Studio	John De Giulio	248-258-6880	34222 Woodward Avenue		Birmingham	MI	48009
Dede and Jim Taylor Antiques	Dede & Jim Taylor	248-594-8330	205 Pierce Street		Birmingham	MI	48009

Departure Travel Management	Bonnie Newcomer	248-723-1754	344 North Old Woodward Avenue	Suite 100	Birmingham	MI	48009
Designs Unlimited	Janice Morse	248-258-3222	104 Willits Street		Birmingham	MI	48009
DessiS	Dessi Saltzmann	248-635-4621	222 East Maple Road		Birmingham	MI	48009
Detroit Guitar	Claudia Leo	248-540-9900	243 West Maple Road		Birmingham	MI	48009
Deyo for face and body	Ms. Barbara Deyo	248-203-1222	576 North Old Woodward Avenue	2nd Floor	Birmingham	MI	48009
Dick O' Dow's	Mitch Black	248-642-1135	160 West Maple Road		Birmingham	MI	48009
dolce MODA	Jenny Ouliguian	248-399-6200	323 East Maple Road		Birmingham	MI	48009
Don Thomas Sporthaus	Paul Hansen	248-220-1999	690 South Old Woodward Avenue		Birmingham	MI	48009
Douglas Cleaners	David Underdown	248-642-6230	900 North Old Woodward Avenue		Birmingham	MI	48009
Downtown Publications							
drybar	Erinn Moss	248-566-1793	137 West Maple Road		Birmingham	MI	48009
E. F. Whitney, Inc.							
Egg New York	Beth Davis and Rebekah Cunmulaj	248-645-0400	244 East Maple Road		Birmingham	MI	48009
Elements Massage of Birmingham	Jamie Lahmann	248-988-8900	755 East Maple Road		Birmingham	MI	48009
Elements Massage of Birmingham							
Eli Tea Bar	Eli Majid	248-825-8064	108 South Old Woodward Avenue		Birmingham	MI	48009
Elie's Mediterranean Grill/Bar	Elie Mondalek	248-647-2420	263 Pierce Street		Birmingham	MI	48009
Emagine Palladium Theatre	Brigette Gossett	248-385-0500	209 Hamilton Row		Birmingham	MI	48009

Escova Salon	Peter Bakalis	248-647-1111	387 South Old Woodward Avenue		Birmingham	MI	48009
Essential Nail Bar	Nancy Tran	844-624-5227	254 West Maple Road		Birmingham	MI	48009
Ethan Allen Design Center	Tracee Meinel	248-540-8558	275 North Old Woodward Avenue		Birmingham	MI	48009
Evereve	Lindsay Close	248-846-1120	128 South Old Woodward		Birmingham	MI	48009
Eyedolize		248-232-7100	555 South Old Woodward Avenue	Suite 23L	Birmingham	MI	48009
fab'rik	Carrie Sofikitis	248-885-8750	123 West Maple Road		Birmingham	MI	48009
Figo Salon	Reno Marra	248-723-7990	265 North Old Woodward Avenue		Birmingham	MI	48009
Flagstar Bank	Tiffany Lockette	248-594-4964	35238 Woodward Avenue		Birmingham	MI	48009
Fleming's Prime Steakhouse & Wine Bar	Bob Loomis	248-723-0134	323 North Old Woodward Avenue		Birmingham	MI	48009
Forest	Samy Eid	248-258-9400	735 Forest Avenue		Birmingham		48009
Forster & Laidlaw Florists, Inc.	Ron Laidlaw	248-647-3000	35028 Woodward Avenue		Birmingham	MI	48009
Found Objects	Zachary Kay	248-220-4999	168 South Old Woodward Avenue		Birmingham		48009
Frank's Shoe Service	Frank Konjarevich	248-647-3530	360 South Old Woodward Avenue		Birmingham	MI	48009
G.J. Perelli Company							
Gazelle Sports	Chris Lampen-Crowell	248-282-4874	99 West Maple Road		Birmingham	MI	48009
Georgi's Waxing Studio	Georgina Whitney	248-594-1544	630 North Old Woodward Avenue	Suite 201	Birmingham	MI	48009
Glamour nail salon		248-566-3355	1066 South Adams Road		Birmingham	MI	48009

Grabbagreen	Spencer Raymond	248-952-9977	167 North Old Woodward Avenue		Birmingham		48009
Great Clips	Jody Marchwinski	248-593-9099	725 East Maple Road		Birmingham	MI	48009
Greek Islands Coney Restaurant	John Kotsogiannis	248-646-1222	221 Hamilton Row		Birmingham	MI	48009
Greenstone's Fine Jewelry	Robert Greenstone	248-642-2650	430 North Old Woodward Avenue		Birmingham	MI	48009
Grinstein Jewelry & Design	Richard Grinstein	248-647-4414	162 South Old Woodward Avenue		Birmingham	MI	48009
Hagopian World of Rugs	Suzanne Hagopian	248-646-7847	850 South Old Woodward Avenue		Birmingham	MI	48009
Hagopian World of Rugs	Suzanne Hagopian	248-646-7847	850 South Old Woodward Avenue		Birmingham	MI	48009
Harp's Lingerie	Lynn Barazsu	248-642-2555	265 South Old Woodward Avenue		Birmingham	MI	48009
Hazel, Ravines & Downtown	Beth Hussey	248-671-1714	1 Peabody Street		Birmingham	MI	48009
Holiday Inn Express	Elisa	248-642-6200	35270 Woodward Avenue		Birmingham	MI	48009
Horton Commercial Realty Services							
Howard Hanna Real Estate Services							
Hunter House Hamburgers	Susan Papasian Cobb	248-646-7121	35075 Woodward Avenue		Birmingham	MI	48009
Huntington Bank	Pamela Hankins	248-642-1901	1040 East Maple Road		Birmingham	MI	48009
Huntington Learning Center	Holly Lin	248-203-7111	375 Hamilton Row		Birmingham	MI	48009
Hyde Park Prime Steakhouse	Christopher Lambert	248-594-4369	201 South Old Woodward Avenue		Birmingham	MI	48009
jarbo	Michela Di Natale	248-220-4071	203 East Maple Road		Birmingham		48009

JAUS	Jane Samuel	248-283-3994	311 East Maple Road		Birmingham	MI	48009
Jax Car Wash	Miriam Milen	248-646-5533	34745 Woodward Avenue		Birmingham	MI	48009
Jos. A. Bank	Tricia Sleziaphoen	248-593-5164	275 East Maple Road		Birmingham	MI	48009
Kaku Sushi & Poke`		248-885-8631	126 South Old Woodward Avenue		Birmingham		48009
Kohler Signature Store by First Supply	Kathryn Poehling Seymour	248-671-6299	724 North Old Woodward Avenue		Birmingham	MI	48009
Kroger	Eddie	248-723-1151	685 East Maple Road		Birmingham	MI	48009
Kybun Joya Shoes	David Joh-Mueller	248-792-0100	286 West Maple Road		Birmingham	MI	48009
La Strada Dolci e Caffè	Zharko Palushaj	248-480-0492	243 East Merrill Street		Birmingham		48009
Lady Jane's Haircuts for Men	Tim McCollum	248-530-1321	34915 Woodward Avenue		Birmingham	MI	48009
Lady Jane's Haircuts for Men							
La-La Lashes, LLC	Leslie Joseph	248-962-8610	251 East Merrill	Suite 240	Birmingham	MI	48009
Legacy Jewelry	Ilene Blaz/Alisa Cykiert	248-723-9975	700 North Old Woodward Avenue	Suite 200	Birmingham	MI	48009
Legato Salon & Spa	Karlyn or Diane Cassidy	248-385-1166	335 East Maple Road		Birmingham	MI	48009
Leo's Coney Island	Alex/Fadel	248-593-9707	154 South Old Woodward Avenue		Birmingham	MI	48009
Levelz Barbershop		248-885-8372	544 North Old Woodward Avenue		Birmingham	MI	48009
Lexi Drew	Dianna Rasha	248-220-1731	152 North Old Woodward Avenue		Birmingham	MI	48009
Lil' Rascals	Serena Chammout	248-731-7701	580 North Old Woodward Avenue		Birmingham	MI	48009

Linda Dresner	Marge	248-642-4999	299 West Maple Road		Birmingham	MI	48009
LolaB. Couture	Bridget Sagmani	248-594-6160	568 North Old Woodward Avenue		Birmingham	MI	48009
Lori Karbal	Lori Karbal	248-258-1959	560 North Old Woodward Avenue		Birmingham	MI	48009
Lori's Salon	Lori Waidelich	248-540-2414	796 North Old Woodward Avenue		Birmingham	MI	48009
Love & Buttercream Too		248-850-7207	746 East Maple Road		Birmingham	MI	48009
Lucido Fine Jewelry	Fran Lucido	248-723-7880	250 North Old Woodward Avenue		Birmingham		48009
lululemon	Stephanie Bonk	248-593-9760	101 South Old Woodward Avenue		Birmingham		48009
Luxe Bar & Grill	Larry Bongiovanni	248-792-6051	525 North Old Woodward Avenue		Birmingham	MI	48009
Luxe Bridal Rack	Maria Rubino	855-283-5893	700 North Old Woodward Avenue	Suite 202	Birmingham	MI	48009
Lyudviga Couture Designer Boutique							
Mad Hatter Bistro	Randy & Andrew Dickow	248-540-0000	185 North Old Woodward Avenue		Birmingham		48009
Magic Eyebrow		248-385-1221	715 East Maple Road		Birmingham	MI	48009
MainStreet Design Build							
Maison Birmingham							
Maple - Mobil	Tom Hannawa	248-258-2000	1065 East Maple Road		Birmingham	MI	48009
Maplewood Office Park LLC							
Margot European Day Spa	Margot Kohler	248-642-3770	101 Townsend Street		Birmingham	MI	48009
Market North End	Joe Bongiovanni	248-712-4953	474 North Old Woodward Avenue		Birmingham	MI	48009

Mary Glancz European Facials and Cosmetic Salon	Mary	248-642-6787	630 North Old Woodward Avenue		Birmingham	MI	48009
MASQ beauty	Summerita Ayar/Marisa	248-723-6277	798 North Old Woodward Avenue		Birmingham	MI	48009
Massage Envy	Orest Iwasiuk	248-593-9903	34256 Woodward Avenue		Birmingham	MI	48009
Mazura Tailors & Custom Clothiers	Nasser Dabaja	248-778-8084	390 East Maple Road		Birmingham	MI	48009
mBank	Joan Pitera	248-290-5900	260 East Brown Street	Suite 300	Birmingham	MI	48009
Merrillwood Barbers		248-642-4580	251 East Merrill Street	Suite 208	Birmingham	MI	48009
Merwin's Antiques Gallery		248-258-3211	554 North Old Woodward Avenue		Birmingham	MI	48009
Metropolitan Tailoring		248-594-8465	357 South Old Woodward Avenue		Birmingham	MI	48009
Moosejaw Bike & Snow		248-212-0565	284 West Maple Road		Birmingham		48009
Moosejaw Mountaineering	Abby Hill	248-203-7777	34288 Woodward Avenue		Birmingham	MI	48009
Morganroth & Morganroth, PLLC							
Mount-N-Repair	Joel	248-647-8670	205 Pierce Street	Suite 101	Birmingham	MI	48009
My House of Style	Diane Harris	248-594-7776	574 North Old Woodward Avenue		Birmingham	MI	48009
myCharge							
Nails 07	Tien Hoang	248-594-8800	555 South Old Woodward Avenue	U18	Birmingham	MI	48009
Nails Etc.	Thu	248-645-9600	735 East Maple Road		Birmingham	MI	48009
Nails Etc.	Joe Vuong	248-642-1800	570 North Old Woodward Avenue		Birmingham	MI	48009

Nalu Next	Neil Johnson	248-566-3900	887 East Maple Road		Birmingham	MI	48009
Nina McLemore	Kathy Zanolli	248-430-4365	227 South Old Woodward Avenue		Birmingham		48009
Nude the Salon	Amy	248-642-1300	245 Hamilton Row		Birmingham	MI	48009
Nulmage MedSpa	Beth	248-594-3067	538 North Old Woodward Avenue		Birmingham	MI	48009
Old Woodward Cellar		248-792-5452	912 South Old Woodward Avenue	Suite 100	Birmingham	MI	48009
Old Woodward Shave Company	Stephen Trachsel	248-644-6400	164 South Old Woodward Avenue		Birmingham	MI	48009
One in a Million	Lorenza Messino	248-346-5587	251 East Merrill Street	Suite 231	Birmingham	MI	48009
OPTIK Birmingham	Dr. Joe Ales	248-646-6699	247 West Maple Road		Birmingham	MI	48009
Pampered Peacock Day Spa		248-346-7735	191 North Old Woodward Avenue	Suite 200	Birmingham	MI	48009
Papa Joe's Gourmet Market	Tony Curtis	248-723-9400	34244 Woodward Avenue		Birmingham	MI	48009
Paper Source	Jocelyn Zajec	248-594-4954	115 West Maple Road		Birmingham	MI	48009
Papillon Blanc Hair Lounge	Eda Motchka	248-385-1227	730 North Old Woodward Avenue		Birmingham	MI	48009
Parks Tailoring Patrick G. Smith, DDS	Chang Park	248-644-2460	894 South Adams Road		Birmingham	MI	48009
PAZZI	Dennis A. Pazzi	248-642-6535	395 East Maple Road		Birmingham	MI	48009
Pernoi	Jared	248-940-0000	310 East Maple Road		Birmingham	MI	48009
Petite Cabane	Carrie Martin	248-792-7979	205 East Maple Road		Birmingham	MI	48009

Phoenicia	Samy Eid	248-644-3122	588 South Old Woodward Avenue		Birmingham	MI	48009
Pierce Street Portraits	Elaine Yaker	248-646-6950	1000 South Old Woodward Avenue		Birmingham	MI	48009
Pita Cafe	Edwin	248-645-6999	239 North Old Woodward Avenue		Birmingham	MI	48009
Planthropie	Rua Oshana	248-839-5640	135 Pierce Street		Birmingham	MI	48009
Platinum Motor Cars							
PNC	Jay Zaczek	248-901-2017	34953 Woodward Avenue		Birmingham	MI	48009
Primi Piatti	Monica Bisignano Zamlen	248-566-3353	550 North Old Woodward Avenue		Birmingham	MI	48009
Primo's Pizza	John DeAngeles	248-642-1400	996 South Adams Road		Birmingham	MI	48009
Qdoba	David	248-988-8941	795 East Maple Road		Birmingham	MI	48009
R.collective	Scott Raymaker	248-480-4641	383 Hamilton Row		Birmingham	MI	48009
Red The Salon	Scott Fortner	248-203-1313	470 North Old Woodward Avenue	Floor 2	Birmingham	MI	48009
Redi Property Management	Brian Najor	248-433-7000	600 North Old Woodward Avenue		Birmingham	MI	48009
REVIVE	Aaron Cohen	248-731-7849	157 West Maple Road		Birmingham	MI	48009
Rivage Day Spa	Jessica Lundberg	248-839-2021	210 South Old Woodward Avenue	Suite 250	Birmingham	MI	48009
Robert Kidd Gallery	Gerard Marti	248-642-3909	107 Townsend Street		Birmingham	MI	48009
Roche Bobois	Mary Ann Santerini	248-833-0300	394 South Old Woodward Avenue		Birmingham	MI	48009
Rococo	Tricia	248-792-5810	142 South Old Woodward Avenue		Birmingham	MI	48009

Rojo Mexican Bistro	Steve Simon	248-792-6200	250 East Merrill Street		Birmingham	MI	48009
Roma Sposa	John & Anna Roselli	248-723-4300	708 North Old Woodward Avenue		Birmingham	MI	48009
Roots	Suzy Reynolds	248-723-1407	211 West Maple Road		Birmingham	MI	48009
Rose Room at 220	Gabriel Matwyuk	248-645-2150	220 East Merrill Street	Lower Level	Birmingham	MI	48009
Rugby Grille	Steven Kalczynski	248-642-5999	100 Townsend Street		Birmingham	MI	48009
Salvatore Scallopini	Larry Bongiovanni	248-644-8977	505 North Old Woodward Avenue		Birmingham	MI	48009
Sara Campbell Ltd	Katie Nienstedt	248-220-4255	146 West Maple Road		Birmingham	MI	48009
Scandia Home	Christine Jackson	248-649-7673	237 Pierce Street		Birmingham	MI	48009
Scavolini Store Detroit	Alisha & Niki Serras	248-792-2285	202 East Maple Road		Birmingham	MI	48009
Schnelz Wells							
SEE	Tamara Clark	248-723-1900	160 South Old Woodward Avenue		Birmingham	MI	48009
Shades Optical	Bill Koppin	248-645-0075	193 West Maple Road		Birmingham	MI	48009
Shain Park Realtors							
Sharon's Salon & Boutique	Sharon	248-646-4123	970 East Maple Road	Suite 4	Birmingham	MI	48009
Sharon's Salon & Boutique							
Sherwin-Williams	Brandon	248-593-1415	820 South Old Woodward Avenue		Birmingham		48009
Shish Kabob Express	Omar	248-723-0860	34186 Woodward Avenue		Birmingham	MI	48009
Sidecar Slider Bar	Steve Simon	248-220-4167	280 East Merrill Street		Birmingham	MI	48009

Silecchia, Inc	Jerry Silecchia	248-642-0330	200 Elm Street	Suite 200	Birmingham	MI	48009
Silecchia, Inc							
Social Kitchen & Bar	Brian Stokes	248-594-4200	225 East Maple Road		Birmingham	MI	48009
Spa 35046	Candy Phillips	248-633-2010	35046 Woodward Avenue	Suite 100	Birmingham	MI	48009
Spa Mariana	Maciek Lyko	248-792-2050	909 Haynes Street		Birmingham	MI	48009
Space 360 Digital Advertising							
Splitz-n-Blitz	John Zaryckyj	248-480-0947	230 East Merrill Street		Birmingham		48009
Sposa Bella Couture	Silvana Lumaj	248-480-4902	620 North Old Woodward Avenue		Birmingham	MI	48009
St. Croix Shop	Victoria Knight	248-816-1390	268 West Maple Road		Birmingham	MI	48009
Stacked Deli	Tommy Gjonaj	248-593-5300	233 North Old Woodward Avenue		Birmingham	MI	48009
Starbucks Reserve	Kipp Magnan	248-203-5911	101 North Old Woodward Avenue		Birmingham		48009
Steele Angel	Wendy Van Alstyne		150 West Maple Road		Birmingham	MI	48009
Stem & Stone	David Zawicki	248-203-2284	122 West Maple Road		Birmingham	MI	48009
Steve'ann Salon		248-540-2018	742 North Old Woodward Avenue	Lower Level	Birmingham	MI	48009
Streetside Seafood	Bill Roberts	248-645-9123	273 Pierce Street		Birmingham	MI	48009
Studio M Pilates	Molly Baran	248-721-0033	555 South Old Woodward Avenue	Suite 26L	Birmingham	MI	48009
Studio M Pilates							
suhm-thing	Michael Collins	248-723-9832	138 West Maple Road		Birmingham	MI	48009

Sundance Shoes	Katie Johnston	248-385-5960	235 South Old Woodward Avenue		Birmingham	MI	48009
Supernatural	Carlie Quezada	248-792-7433	303 East Maple Road		Birmingham	MI	48009
Svenska Cafe	Vanessa William	248-480-0653	930 East Maple Road		Birmingham	MI	48009
Sway'd Style Lounge	Athena Solomon	248-646-SWAY	600 North Old Woodward Avenue	Suite 101	Birmingham	MI	48009
Sy Thai Cafe'	Fa Vang	248-258-9830	315 Hamilton Row		Birmingham	MI	48009
Tallulah Wine Bar and Bistro	Mario Camaj	248-731-7066	155 South Bates Street		Birmingham	MI	48009
Teacups & Toys, a Pet Boutique	Jeffrey M. Merriam	248-594-9494	271 East Merrill Street		Birmingham	MI	48009
Tender	Cheryl Daskas	248-258-0212	271 West Maple Road		Birmingham	MI	48009
The Barber Pole	Stephen Trachsel	248-644-9849	164 South Old Woodward Avenue		Birmingham	MI	48009
The Beauty Club	Heidi Denha	248-792-7933	327 Hamilton Row		Birmingham	MI	48009
The Birmingham Tailor	Ali Cheaib	248-433-3703	139 West Maple Road	Suite K - Second Floor	Birmingham	MI	48009
The China Closet	Ms. Carolyn Hefner	248-258-6480	219 North Old Woodward Avenue	2nd Floor	Birmingham	MI	48009
The Colore Room	Deanna Salerno	248-792-4044	588 North Old Woodward Avenue		Birmingham	MI	48009
The Italian Dish	Holly Anselmi	248-593-8299	288 East Maple Road		Birmingham	MI	48009
The Morrie	Aaron Belen	248-940-3260	260 North Old Woodward Avnue		Birmingham	MI	48009
The Sports Gallery, Inc.	Michael Fishman	248-642-0044	255 East Brown Street	Suite 310	Birmingham	MI	48009

The Townsend Hotel	Steven Kalczynski	248-642-7900	100 Townsend Street		Birmingham	MI	48009
The Village Players	Steve Roberts	248-644-2075	34660 Woodward Avenue		Birmingham	MI	48009
This Girl Beauty Spa	Lori Regimbal	248-878-6639	950 East Maple Road	Suite L10	Birmingham	MI	48009
Thrifty Flowers	Melody McClusker	248-203-2980	1088 East Maple Road		Birmingham	MI	48009
Tiffany Florist	Bob Kupfer	248-646-0333	784 South Old Woodward Avenue		Birmingham	MI	48009
Tiffany Florist							
Tiger Shoe Repair	Sebastian Deledda	248-647-3366	129 East Maple Road		Birmingham	MI	48009
T-Mobile USA	Doreen Dore	248-593-5828	34400 Woodward Avenue		Birmingham	MI	48009
Toast	Anthony Minicilli	248-258-6278	203 Pierce Street		Birmingham	MI	48009
Todd's Room	Raquel Jarbo	248-594-0003	825 Bowers Street		Birmingham	MI	48009
Tomatoes Apizza	Mike Weinstein	248-258-0500	34200 Woodward Avenue		Birmingham	MI	48009
Touch of India Cuisine	Eftikhar Ahmed	248-593-7881	297 East Maple Road		Birmingham		48009
Townhouse Bistro	Jeremy Sasson	248-792-5241	180 Pierce Street		Birmingham	MI	48009
Triple Nickel	Stephanie Craft	248-480-4951	555 South Old Woodward Avenue	Suite 1000	Birmingham	MI	48009
Triple Nickel	Jack Reinhart	248-792-5805	555 South Old Woodward Avenue	Suite 1000	Birmingham	MI	48009
Try It Raw	Michael Severance	248-593-6994	213 East Maple Road		Birmingham		48009
Union Barber	Matthew Abraham	248-480-8811	185 West Maple Road		Birmingham	MI	48009

Universal Watch Repair	Lenny Khankin	248-723-5550	177 South Old Woodward Avenue		Birmingham	MI	48009
UnTied on Woodward	Erik Miller	248-792-6828	223 South Old Woodward Avenue		Birmingham	MI	48009
Urban Wick Candle Bar	Marlene Mansour	248-977-8432	172 North Old Woodward Avenue		Birmingham	MI	48009
Verizon - Cellular and More	Ryan Konja	248-590-2054	135 South Old Woodward Avenue		Birmingham	MI	48009
Vinoteca	Kristin Jonna	248-203-6600	210 South Old Woodward Avenue	Suite 100	Birmingham	MI	48009
Virtuoso Salon	Barsoum Bouchar	248-203-6888	1050 South Old Woodward Avenue		Birmingham	MI	48009
VOILA Boutique	Pascale Forster and Carole Viadero	248-385-1313	395 Hamilton Row		Birmingham	MI	48009
Wachler Estate Collection	Gary Wachler	248-540-4500	162 North Old Woodward Avenue		Birmingham	MI	48009
west elm	Melissa Helfman	248-593-8200	215 West Maple Road		Birmingham	MI	48009
willow and fernn	Vicki Blazier	248-712-4189	528 North Old Woodward Avenue		Birmingham	MI	48009
Wittock Kitchen & Bath	Jourdan Merritt	248-283-8400	950 South Old Woodward Avenue		Birmingham	MI	48009
Woolly & Co.	Aviva Susser	248-480-4354	147 Pierce Street		Birmingham	MI	48009
NON BSD							
Speaking Freely							
Griffin Claw							
Levinson							
Birmingham Coin & Jewelry							

Carol Lewis Day Spa							
Born Yoga							
nicola inniss-stubbs massage							
Sweet-thing							
Script Salon Birmingham							
Roby Law Associates							
Meemic Insurance							
Piccolo Penguin							
New You Salon							
Metro Family Chiropractic & Sports Therapy							
Dewitt Salon							
Sola Salons							
Birmingham Bloomfield Credit Union							
Tarro Beauty							
Birmingham Veterinary Clinic							
Canvas Hair Studio							
Goldfish Swim School							
Franchising, LLC							
White Glove							
Speedy Tees							
Ellen Glen Waxing & Facials							
Beauty Salon							
Gregarious Italie							
Catherine Ticer Communications							
KTM Logo Gear							

KEY							
Picked up							
Picked up 2 x's							

BIRMINGHAM
SHOPPING
DISTRICT
BROKER/OWNER
SUMMIT

OCTOBER 2020



AGENDA

- Macro Trends
- Small Business Insight
- Real Estate Data
 - National
 - Detroit 
 - Birmingham & Oakland County



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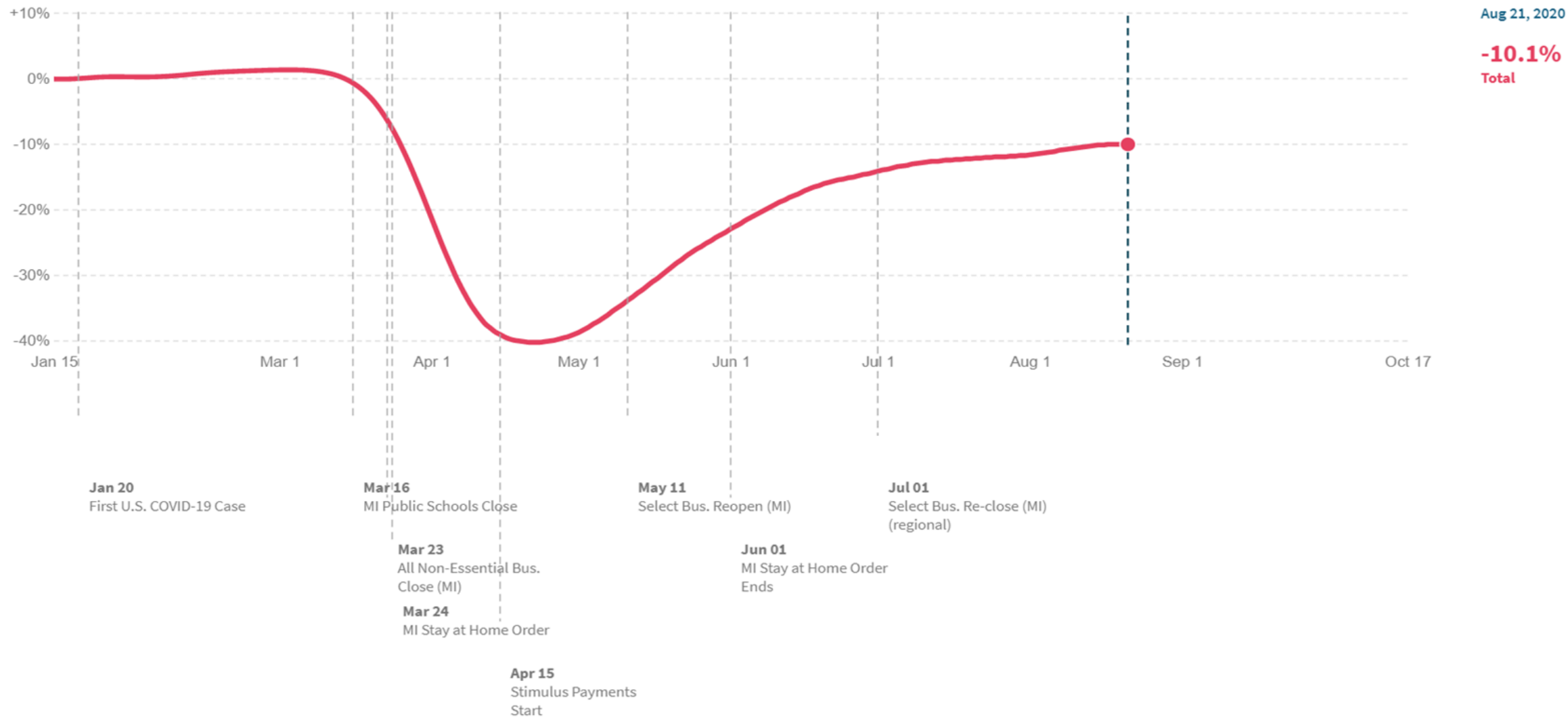
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Macro Economic and Retail Trends

Percent Change in Employment*

In **Detroit**, as of **August 21, 2020**, employment rates **decreased** by **10.1%** compared to January 2020 (not seasonally adjusted).



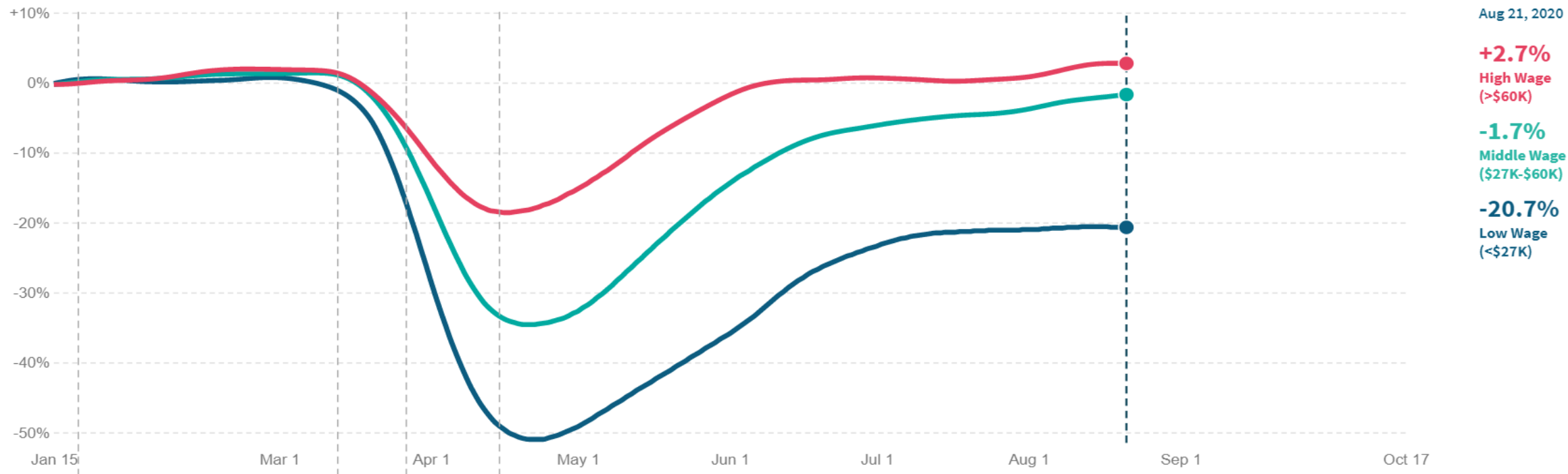
*Change in employment rates (not seasonally adjusted), indexed to January 4-31, 2020. This series is based on payroll data from Paychex and Intuit, worker-level data on employment and earnings from Earnin, and timesheet data from Kronos. The dotted line in the low-wage series is a prediction of employment rates based on Kronos data.

last updated: **October 10, 2020** next update expected: **October 17, 2020**

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Percent Change in Employment*

In **Michigan**, as of **August 21, 2020**, employment rates among workers in the bottom wage quartile **decreased** by **20.7%** compared to January 2020 (not seasonally adjusted).



Jan 20
First U.S. COVID-19 Case

Mar 13
National Emergency
Declared

Apr 15
Stimulus Payments
Start

Mar 27
CARES Act Enacted

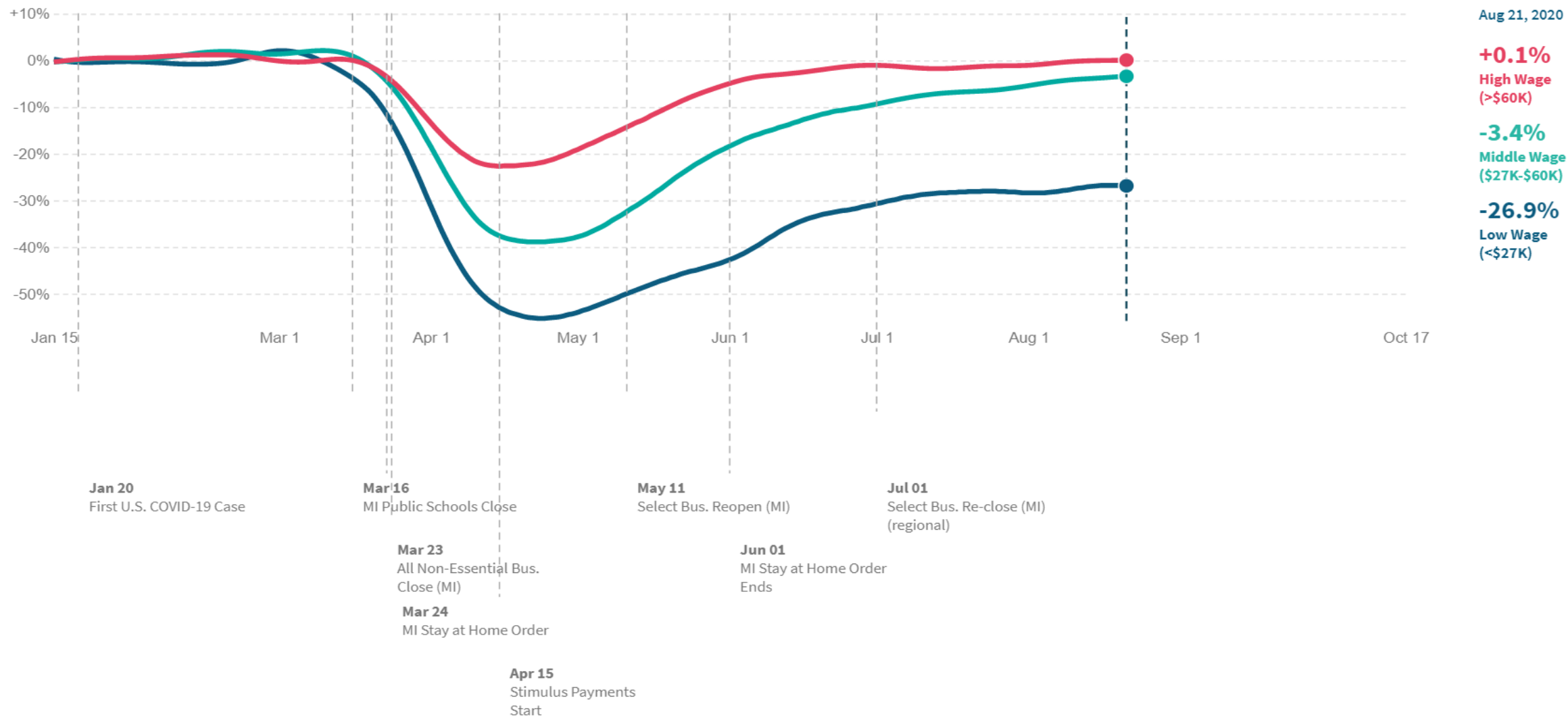
*Change in employment rates (not seasonally adjusted), indexed to January 4-31, 2020. This series is based on payroll data from Paychex and Intuit, worker-level data on employment and earnings from Earnin, and timesheet data from Kronos. The dotted line in the low-wage series is a prediction of employment rates based on Kronos data.

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Percent Change in Employment*

In **Wayne**, as of **August 21, 2020**, employment rates among workers in the bottom wage quartile **decreased** by **26.9%** compared to January 2020 (not seasonally adjusted).



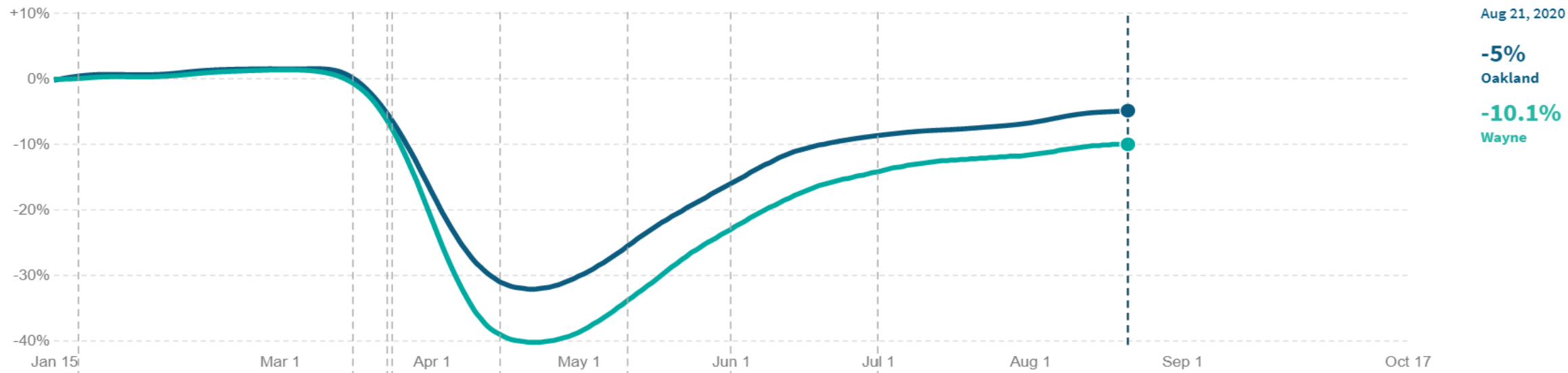
*Change in employment rates (not seasonally adjusted), indexed to January 4-31, 2020. This series is based on payroll data from Paychex and Intuit, worker-level data on employment and earnings from Earnin, and timesheet data from Kronos. The dotted line in the low-wage series is a prediction of employment rates based on Kronos data.

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Percent Change in Employment*

In **Oakland**, as of **August 21, 2020**, employment rates **decreased** by **5%** compared to January 2020 (not seasonally adjusted).



Jan 20
First U.S. COVID-19 Case

Mar 16
MI Public Schools Close

Mar 23
All Non-Essential Bus.
Close (MI)

Mar 24
MI Stay at Home Order

Apr 15
Stimulus Payments
Start

May 11
Select Bus. Reopen (MI)

Jun 01
MI Stay at Home Order
Ends

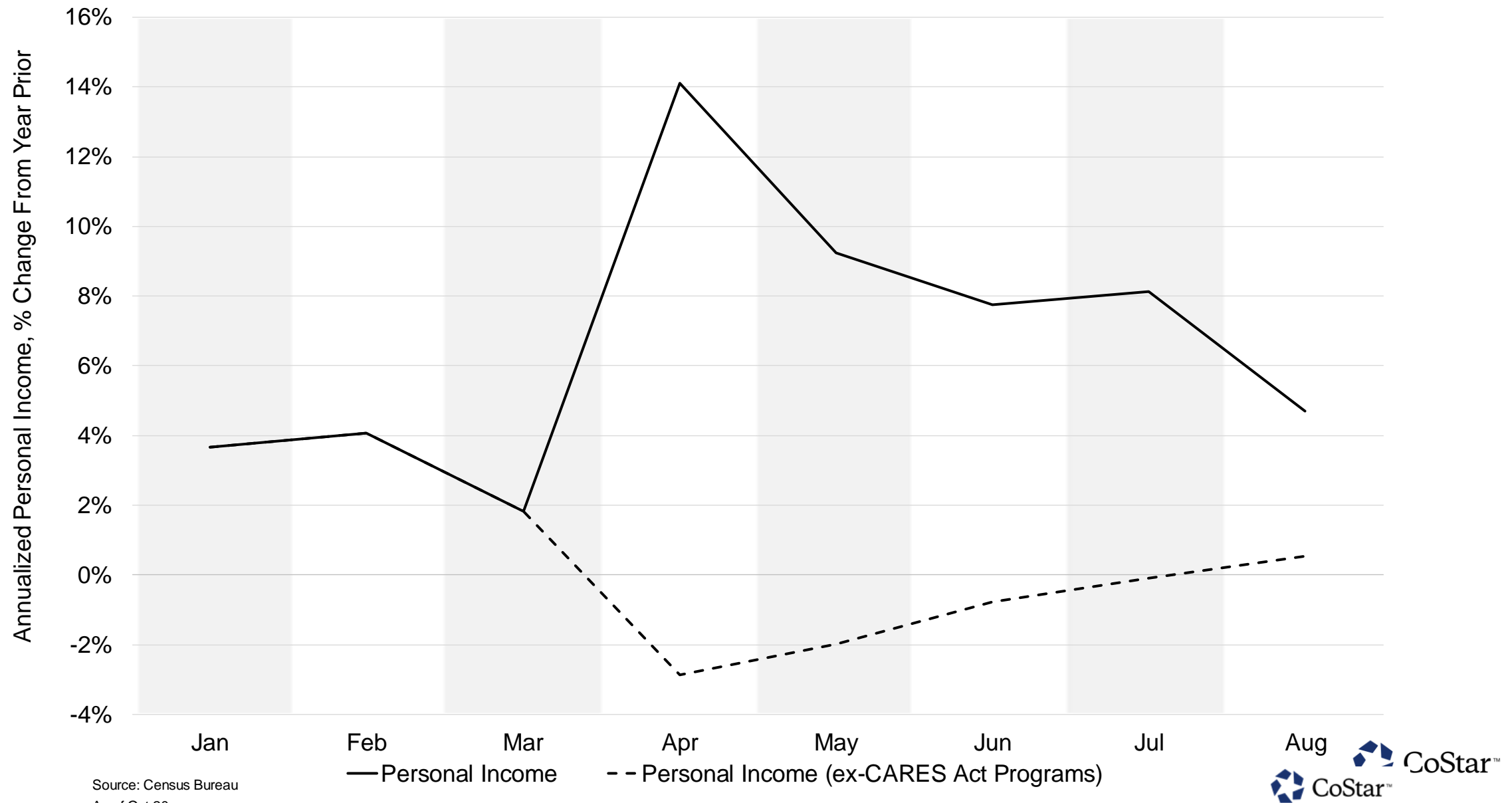
Jul 01
Select Bus. Re-close (MI)
(regional)

*Change in employment rates (not seasonally adjusted), indexed to January 4-31, 2020. This series is based on payroll data from Paychex and Intuit, worker-level data on employment and earnings from Earnin, and timesheet data from Kronos. The dotted line in the low-wage series is a prediction of employment rates based on Kronos data.

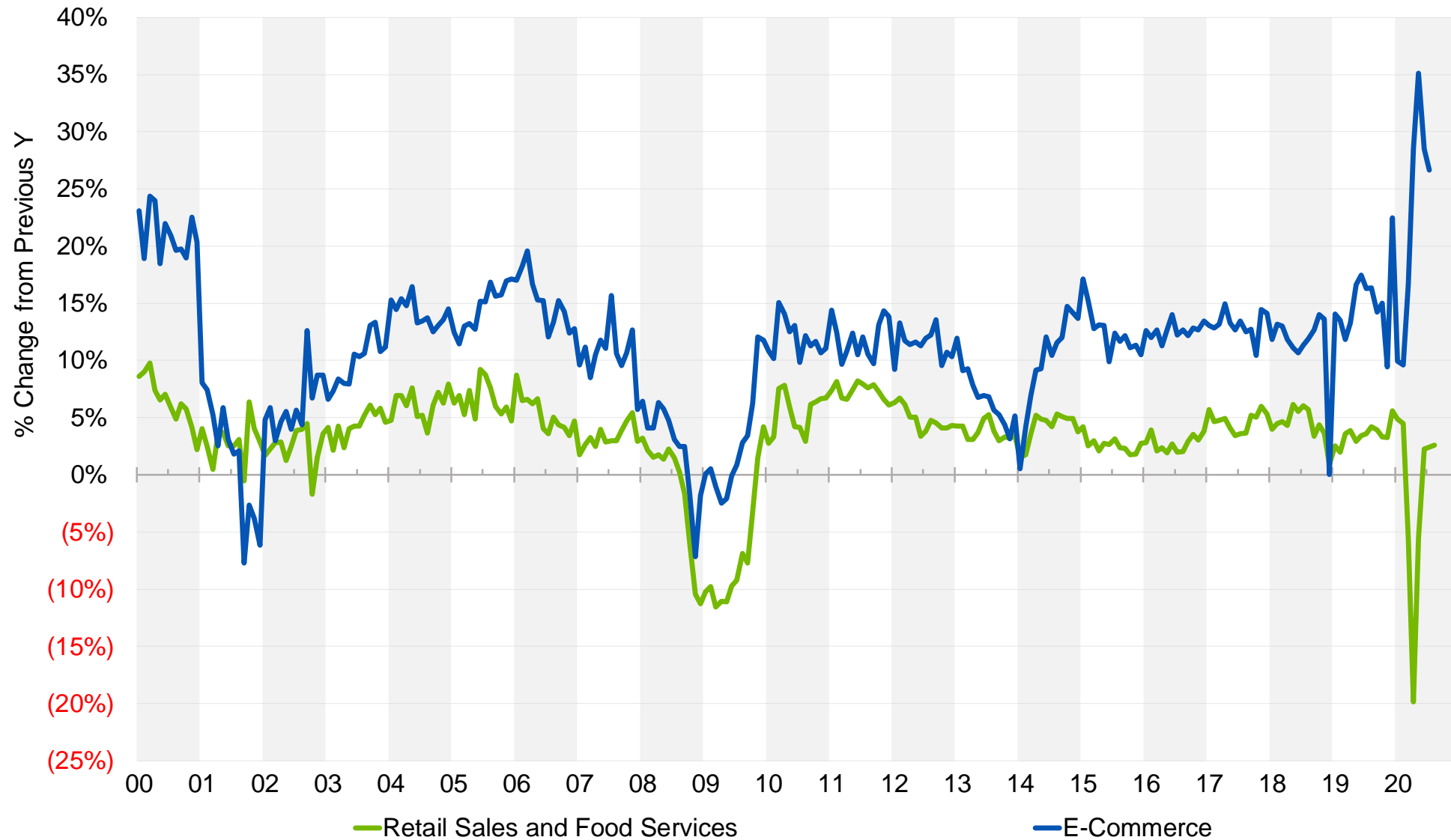
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CARES Act Substantially Softened Hit To Income



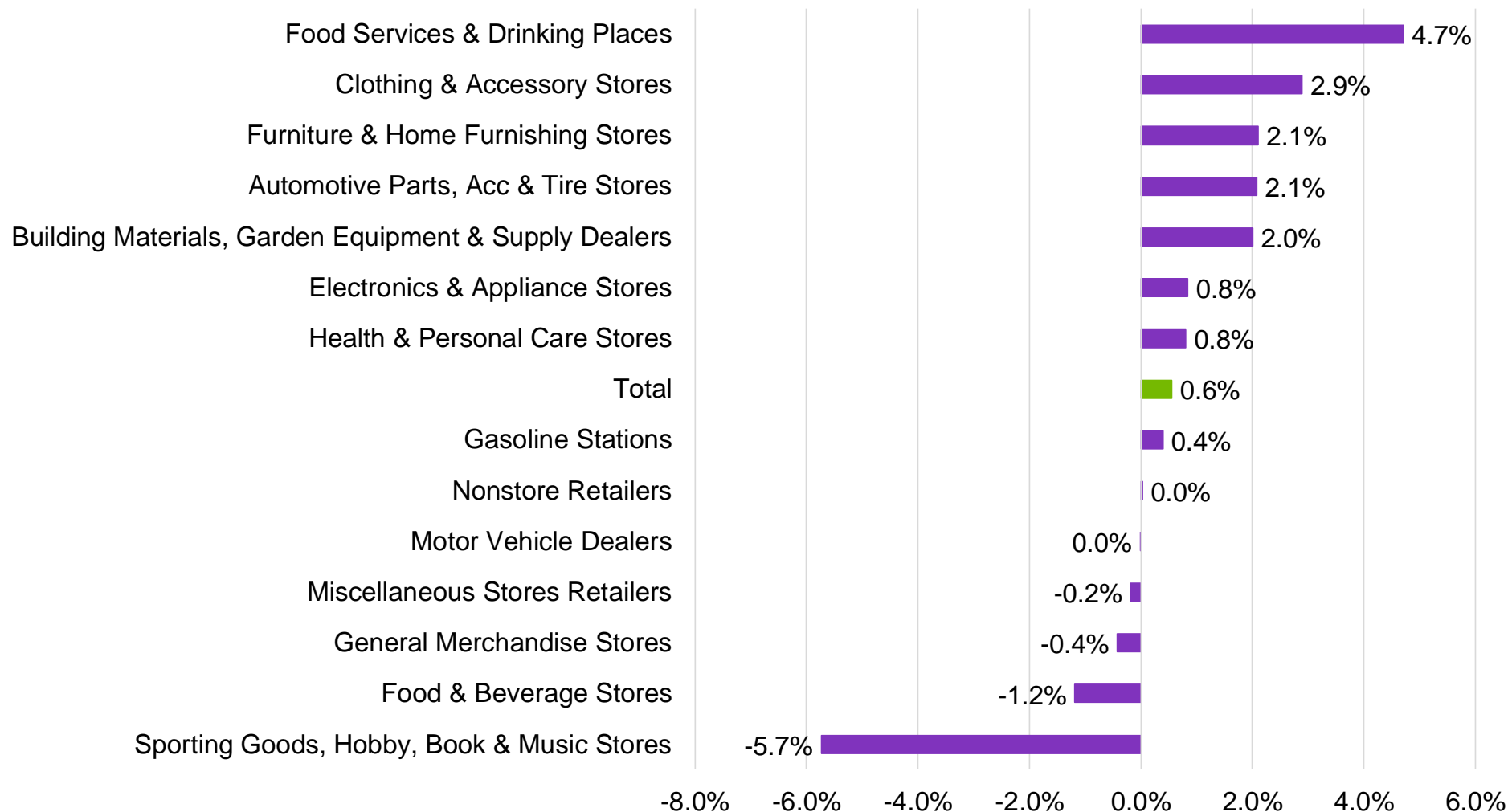
Retail Sales Rebound Softens as Aid Lapses



Source: Census Bureau
As of Sep-20

Restaurant Spending Jumps Amid Re-Openings

Retail Sales Monthly % Change, August - July

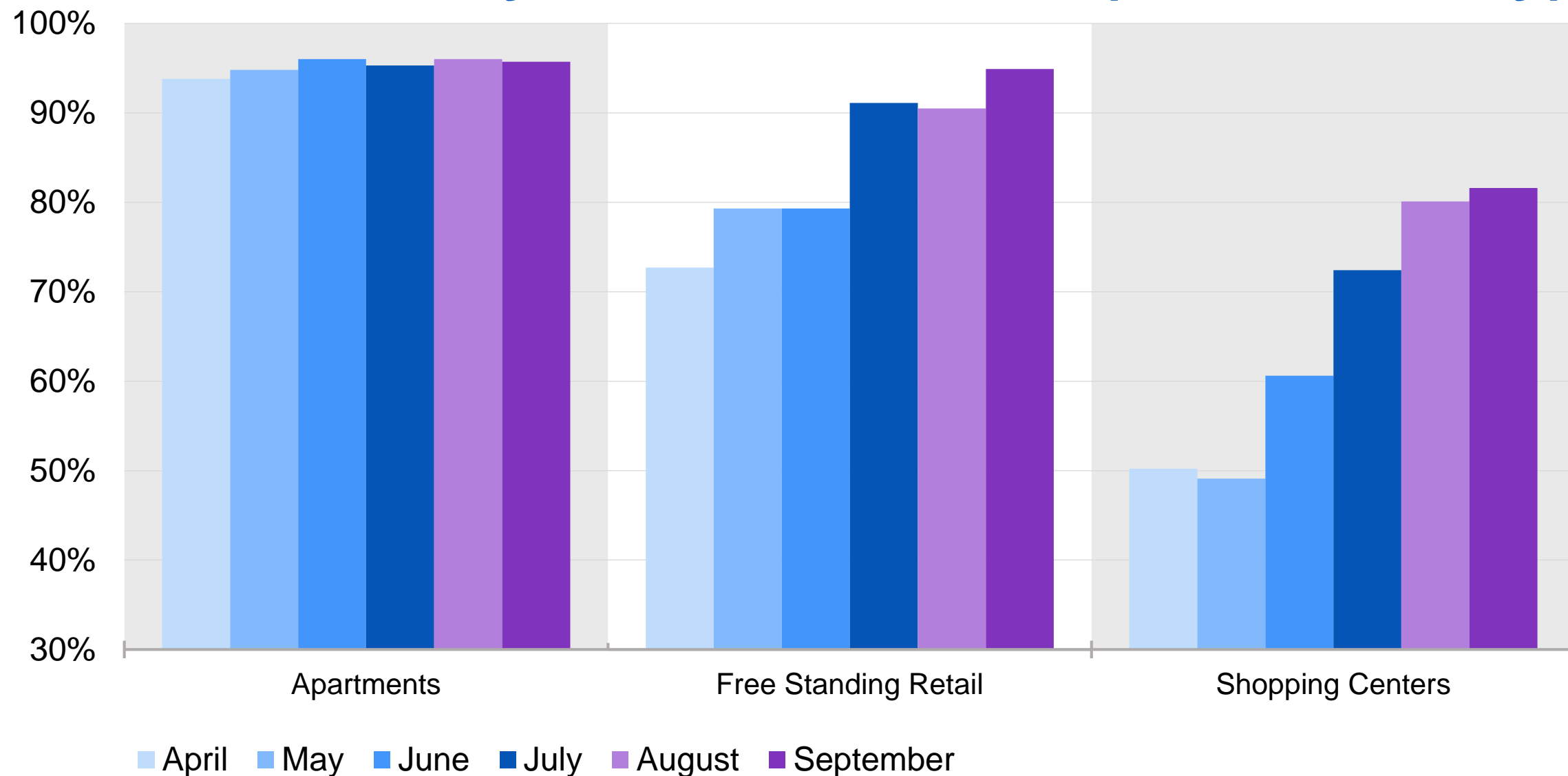


Pandemic Fatigue = Stress Eating?



Source: Open Table

2020 Monthly Rent Collections (REIT Industry)

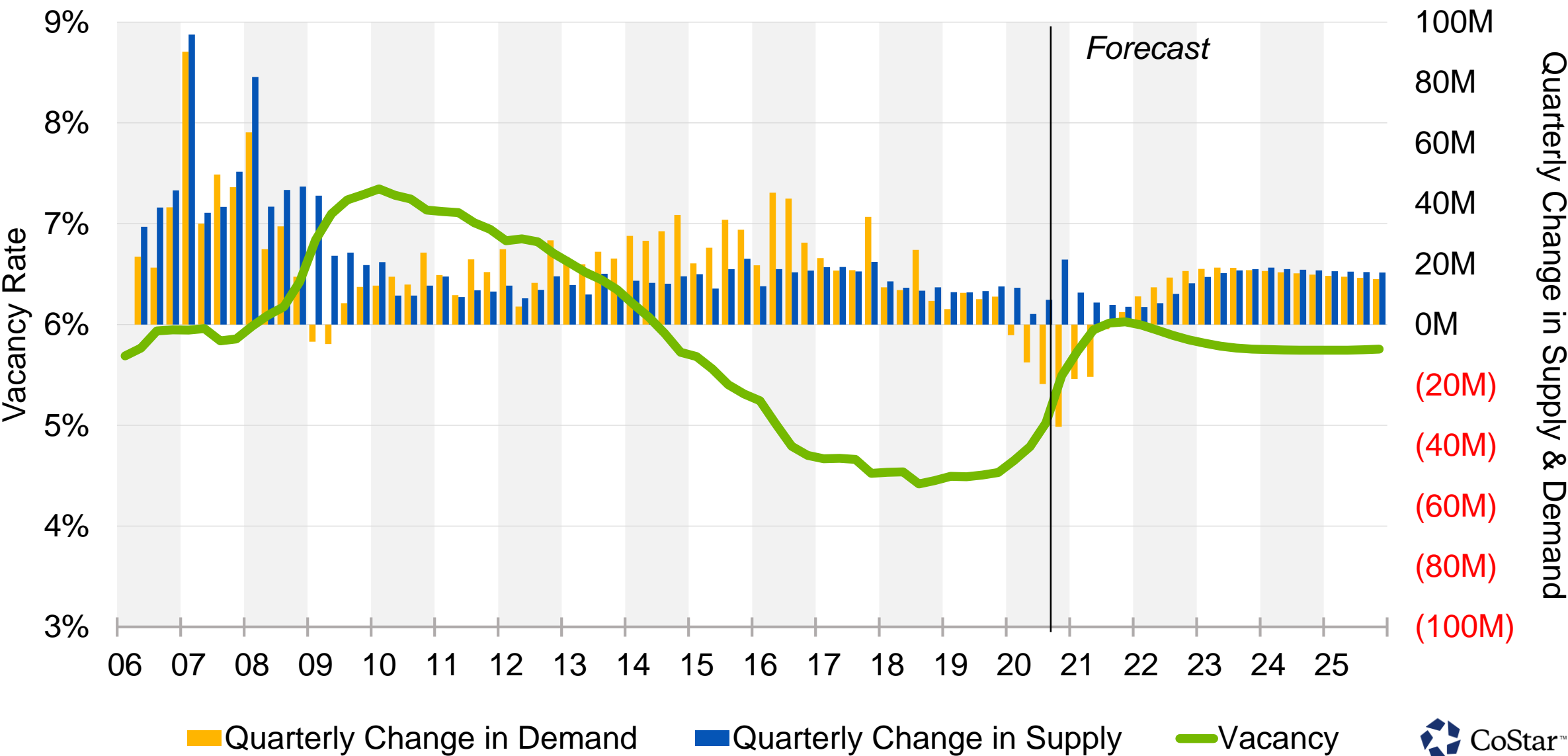


Source: NAREIT

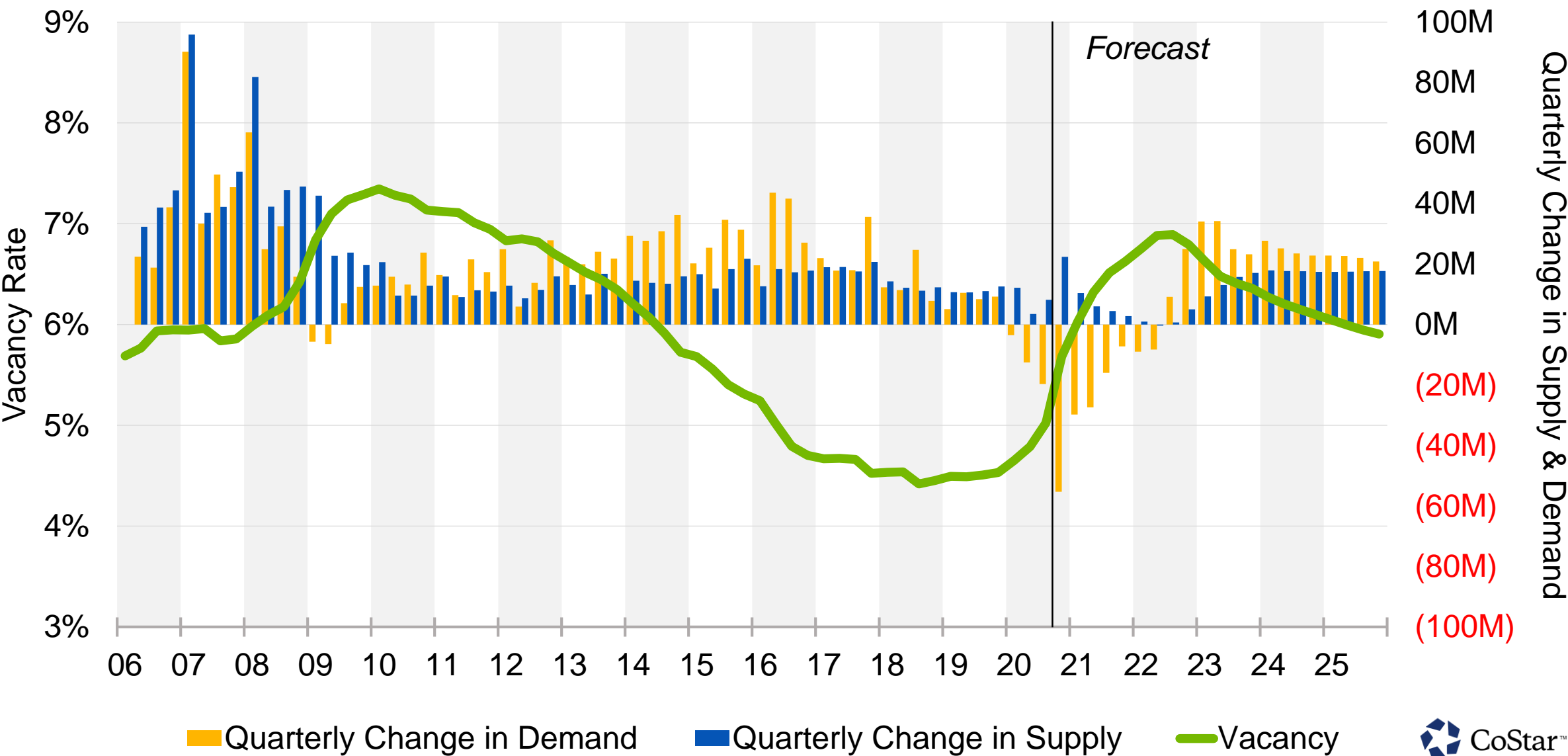
Retailers Filing for Bankruptcy - 2020

- **Papyrus** – Filed Chapter 11 in January. Plans to close all 254 stores.
- **Lucky's Market** – Filed Chapter 11 in January.
- **Earth Fare** – Filed Chapter 11 in February. Closing all 50 stores.
- **Pier 1 Imports** – Filed Chapter 11 in February. Closing all 900 stores.
- **Art Van Furniture** – Filed for Chapter 11 in March. Closing all 200 stores.
- **Modell's Sporting Goods** – Filed for Chapter 11 in March and liquidating. Closing 140+ stores.
- **J Crew** – Filed for Chapter 11 in May, seeking restructuring
- **Neiman Marcus** – Filed for Chapter 11 in May, seeking restructuring. Closing ~20 stores.
- **Stage Stores (Gordmans, Bealls, Goodys, Palais Royal)** – Filed Chapter 11 in May. Closing all 738 stores.
- **Garden Fresh Restaurants** – Filed Chapter 7 in May, closing all 97 locations.
- **JC Penney** – Filed Chapter 11 in May. Closing 242 stores.
- **Tuesday Morning** – Filed Chapter 11 in May. Closing 200 stores.
- **24 Hour Fitness** – Filed Chapter 11 in June. Closing 130 gyms.
- **GNC** – Filed Chapter 11 in June, plans to close upwards of 1,200 stores.
- **Brooks Brothers** – Filed Chapter 11 in July. Closing 51 stores.
- **Ascena** – Ann Taylor / LOFT, filed Chapter 11 in July. Closing 1100 stores.
- **Joseph A Bank** – Filed Chapter 11 in July, plans to close upwards of 500 stores
- **PVH Corp** – Parent of Calvin Klein, Tommy Hilfiger and Heritage Brands filed for bankruptcy in July. Closing 162 stores
- **Chuck E Cheese** – Filed Chapter 11 in June; permitted to suspend rent in July. Closing all 500 stores
- **RTW Retailwinds** – Parent of New York & Company, filed for Chapter 11 in July. Closing all 378 stores
- **Lord & Taylor** – Filed Chapter 11 in August.
- **Tailored Brands** – Parent of Men's Warehouse and Jos. A. Bank filed Chapter 11 in August. Plans to close as many as 500 stores
- **Century 21** – Filed Chapter 11 in September. Closing all 13 stores.

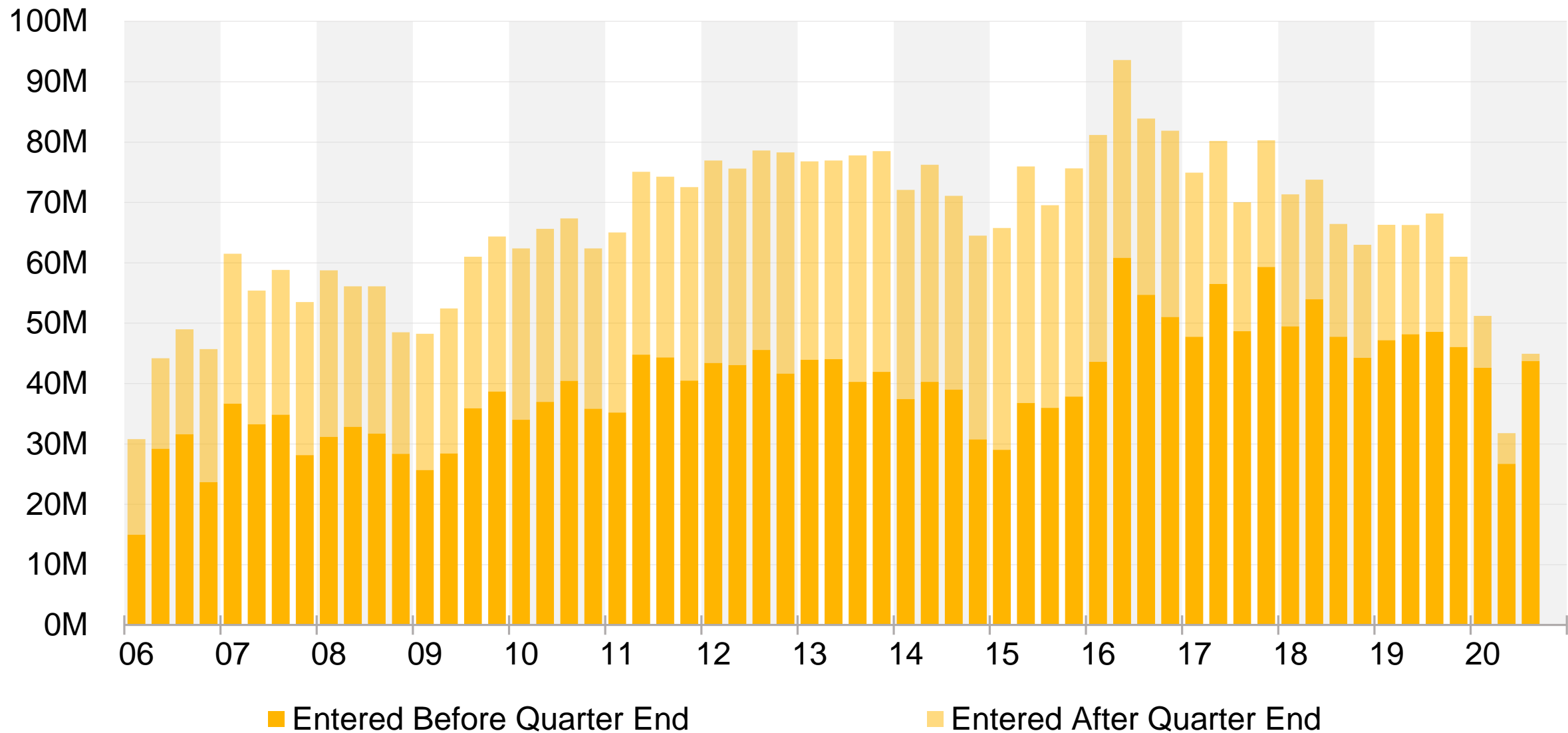
Retail Supply, Demand, Vacancy: Baseline



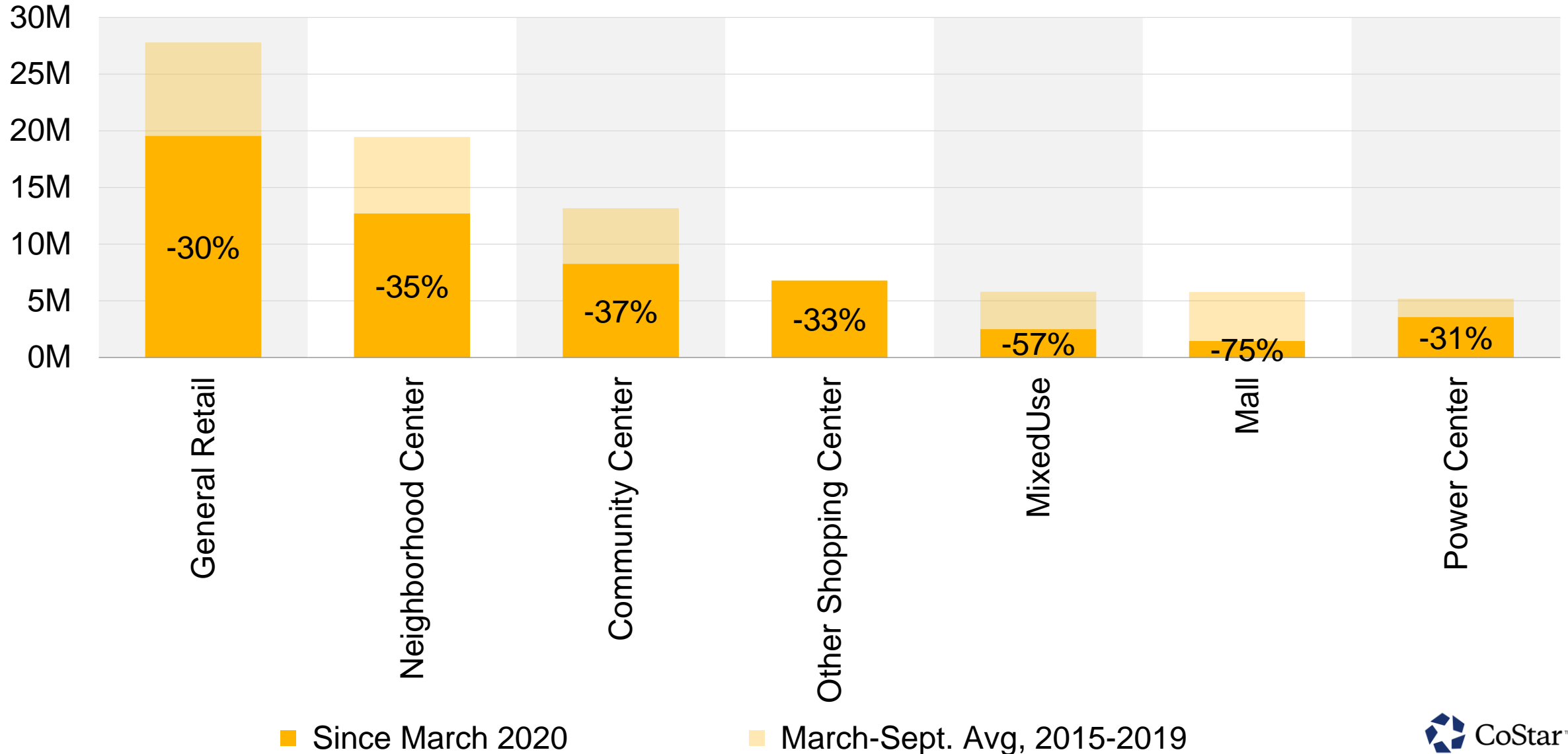
Retail Supply, Demand, Vacancy: Severe Downside



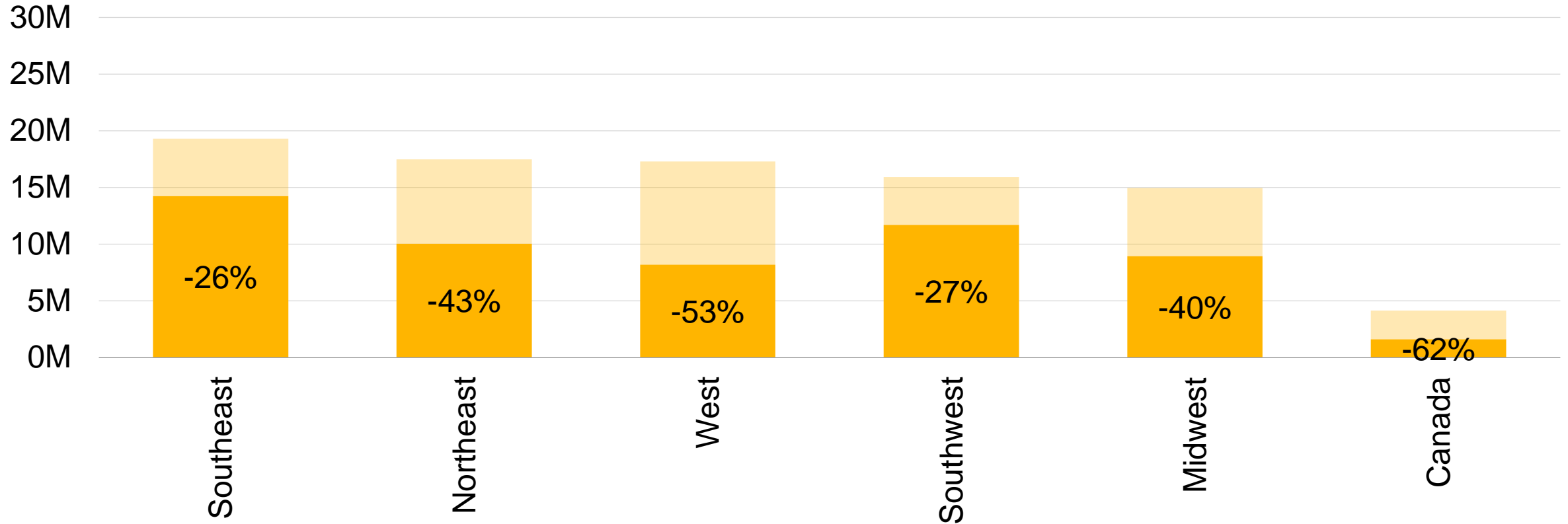
U.S. Quarterly Retail Leasing Volume



Retail Leasing Volume v. Trailing 5-Yr Avg: By Type



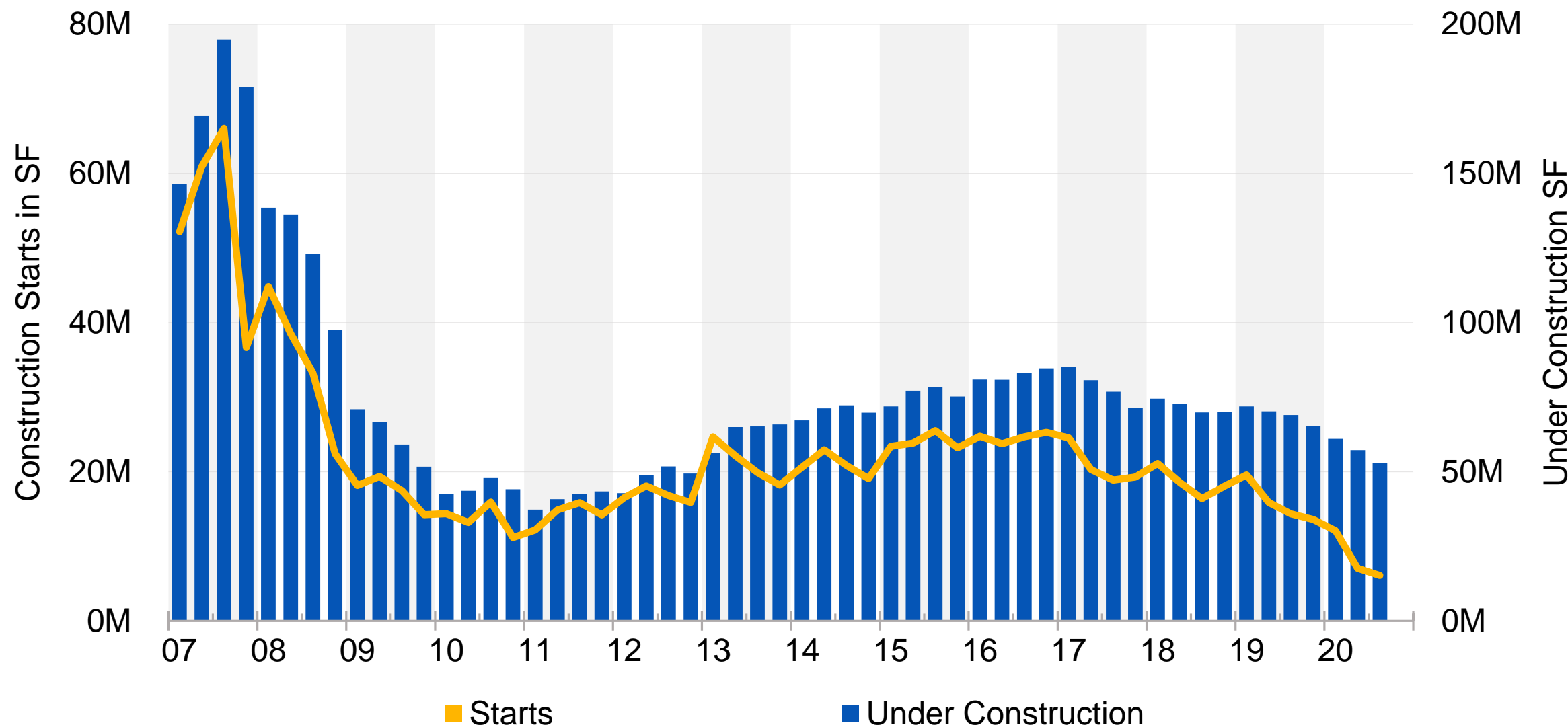
Retail Leasing Volume v. Trailing 5-Yr Avg: Region



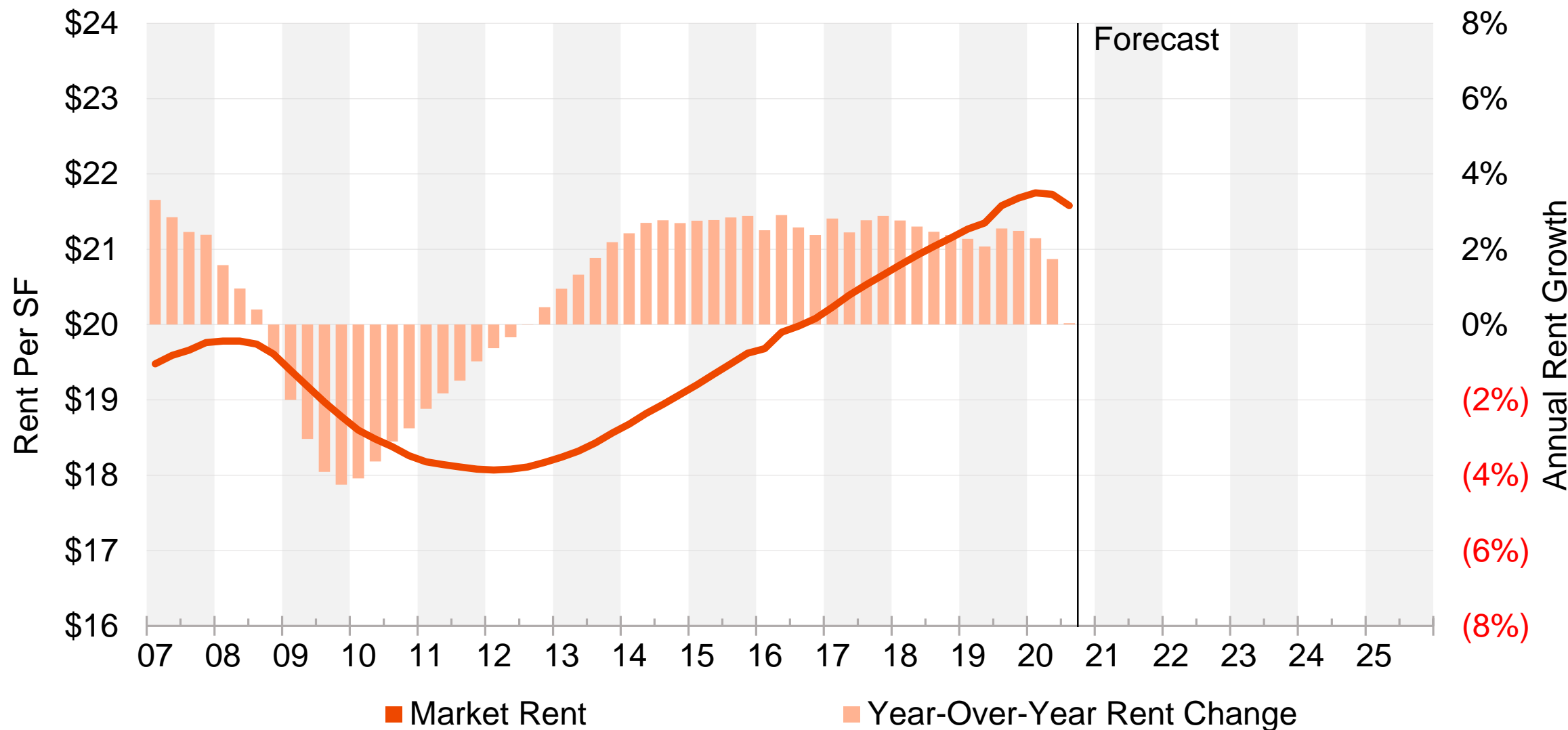
■ Since March 2020

■ March-Sept. Avg, 2015-2019

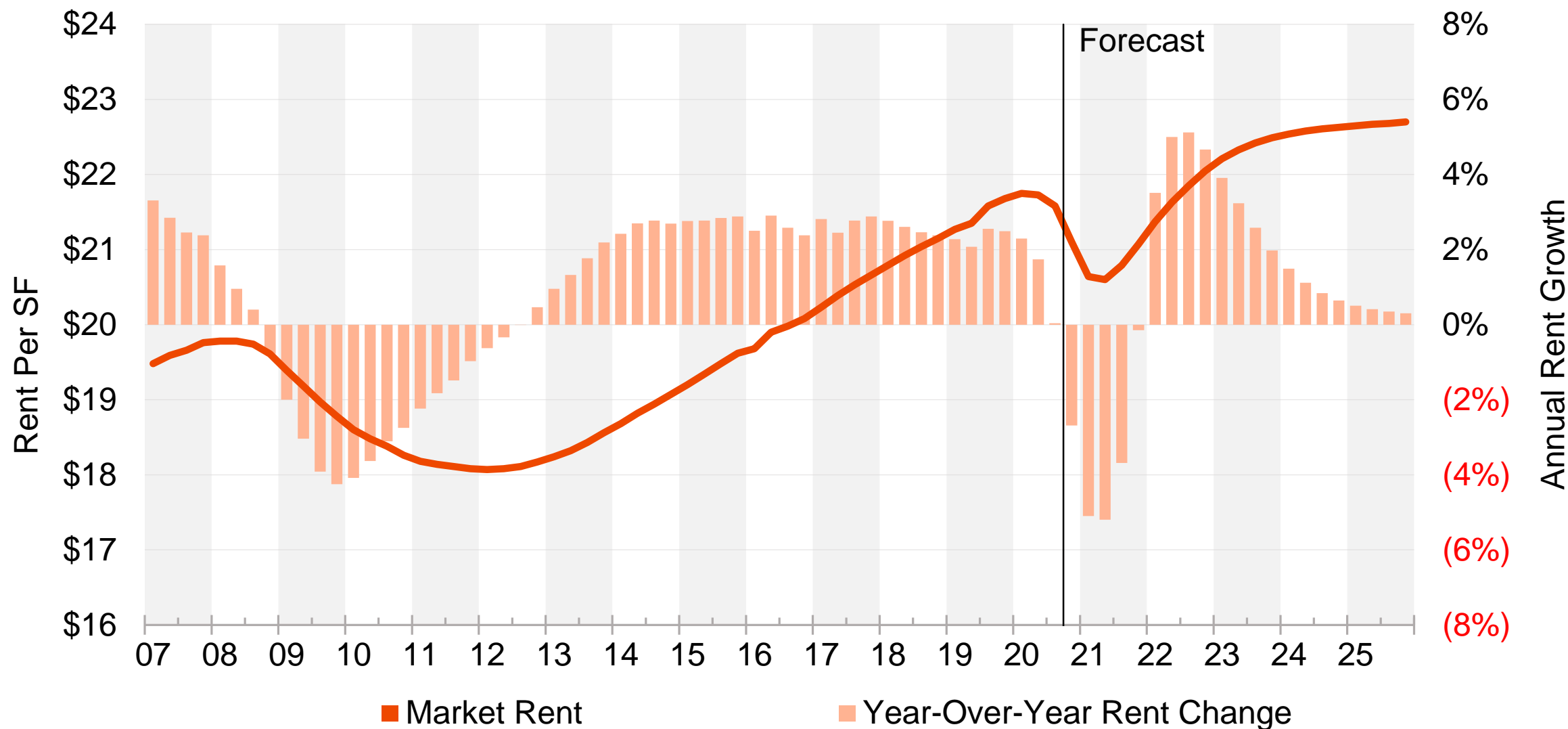
Starts and Under Construction



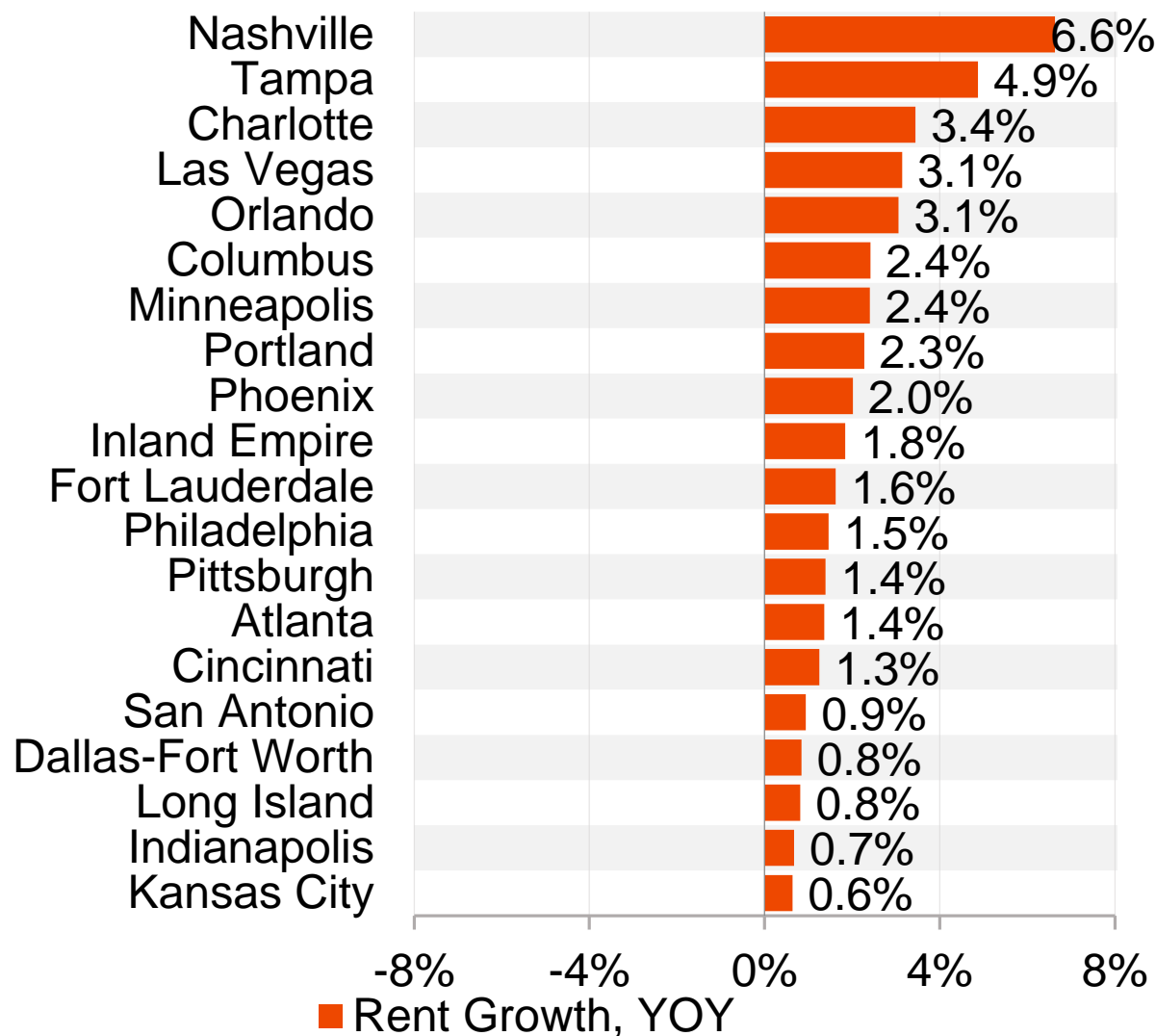
Retail Rent Growth



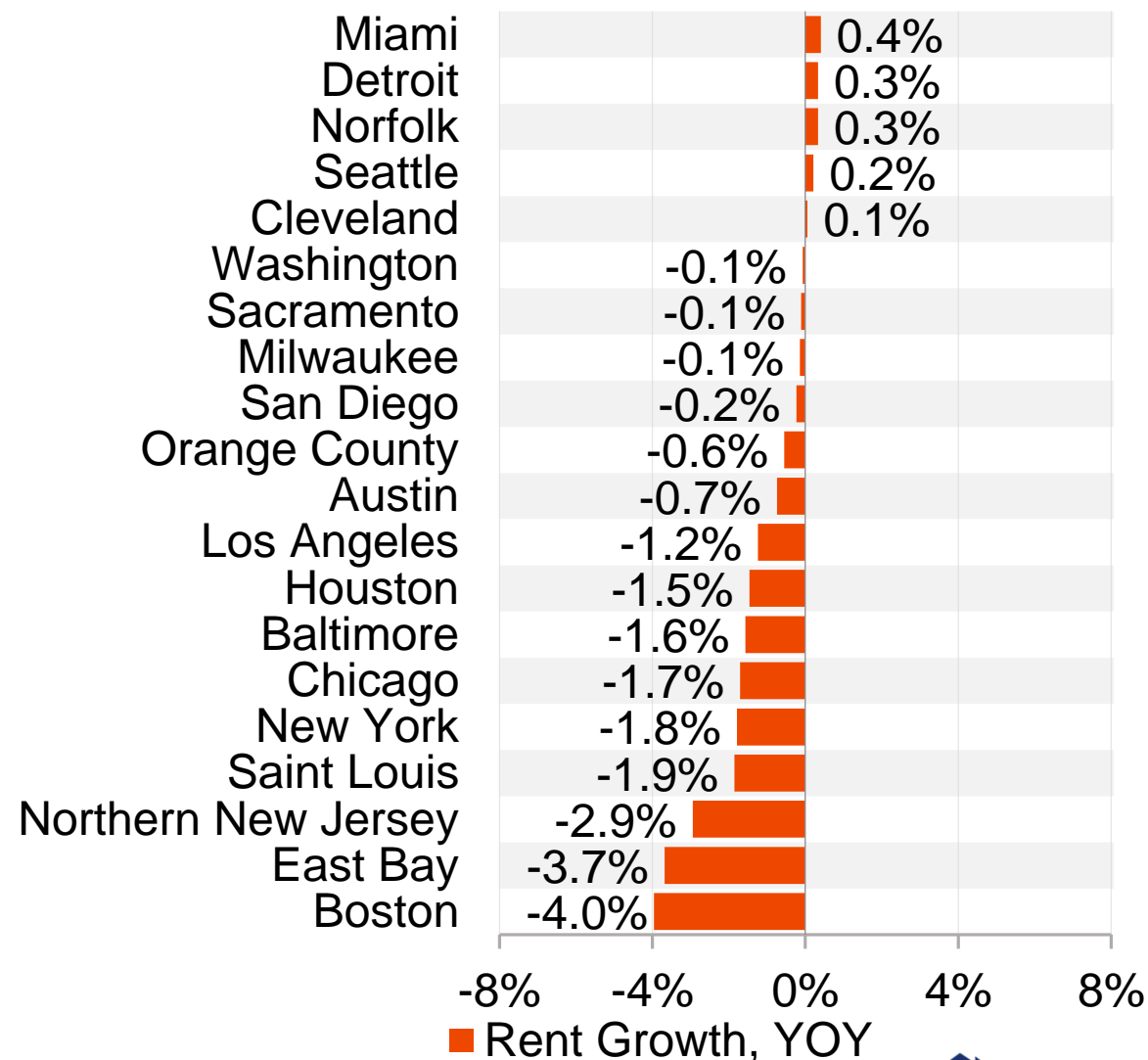
Retail Rent Growth: Base Case Forecast



Rent Growth, by Market



Note: Includes markets with 100M+ SF inventory.

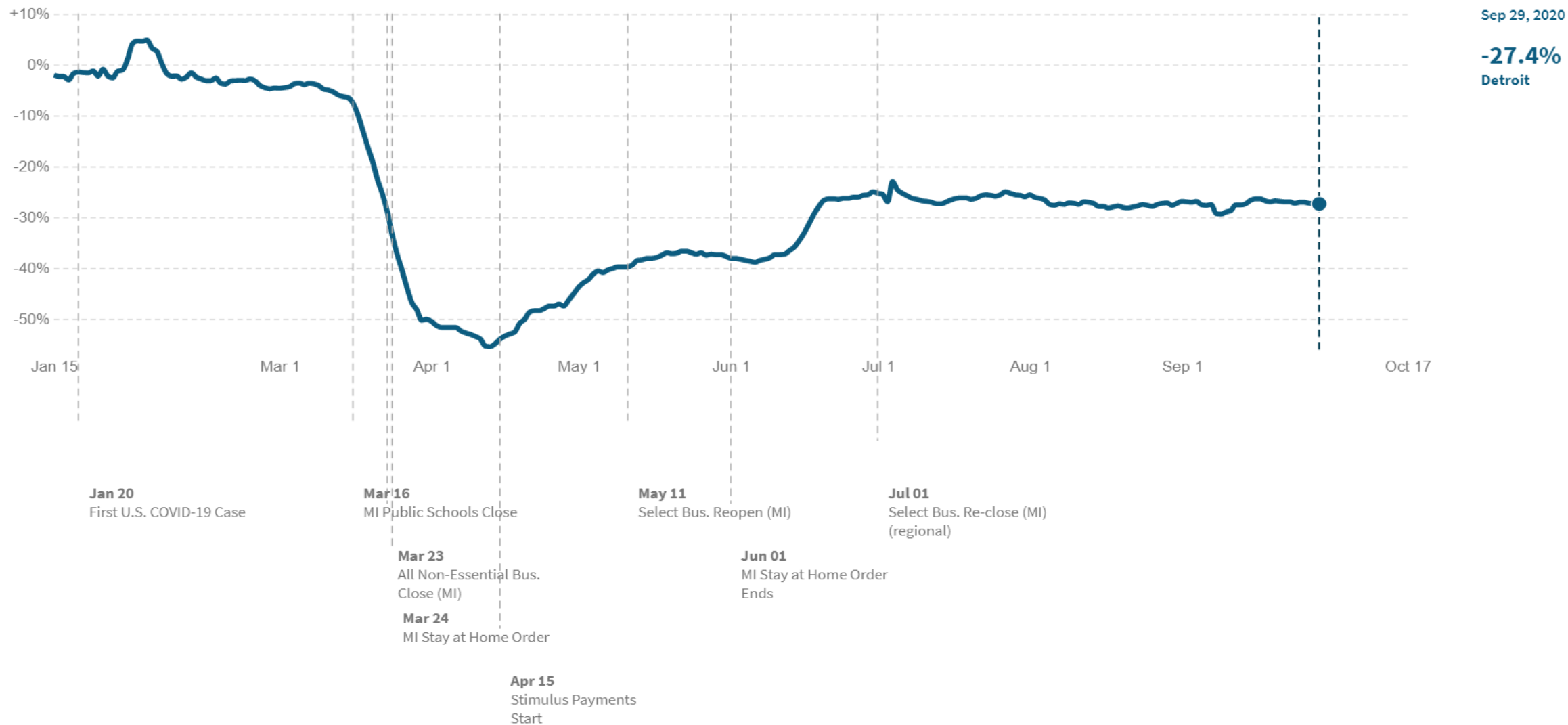


Note: Includes markets with 100M+ SF inventory.

Small Business Insights

Percent Change in Number of Small Businesses Open*

In **Detroit**, as of **September 29, 2020**, the number of small businesses open **decreased** by **27.4%** compared to January 2020.



*Change in small businesses open (defined as having financial transaction activity), indexed to January 4-31 2020 and seasonally adjusted. This series is based on data from Womply.

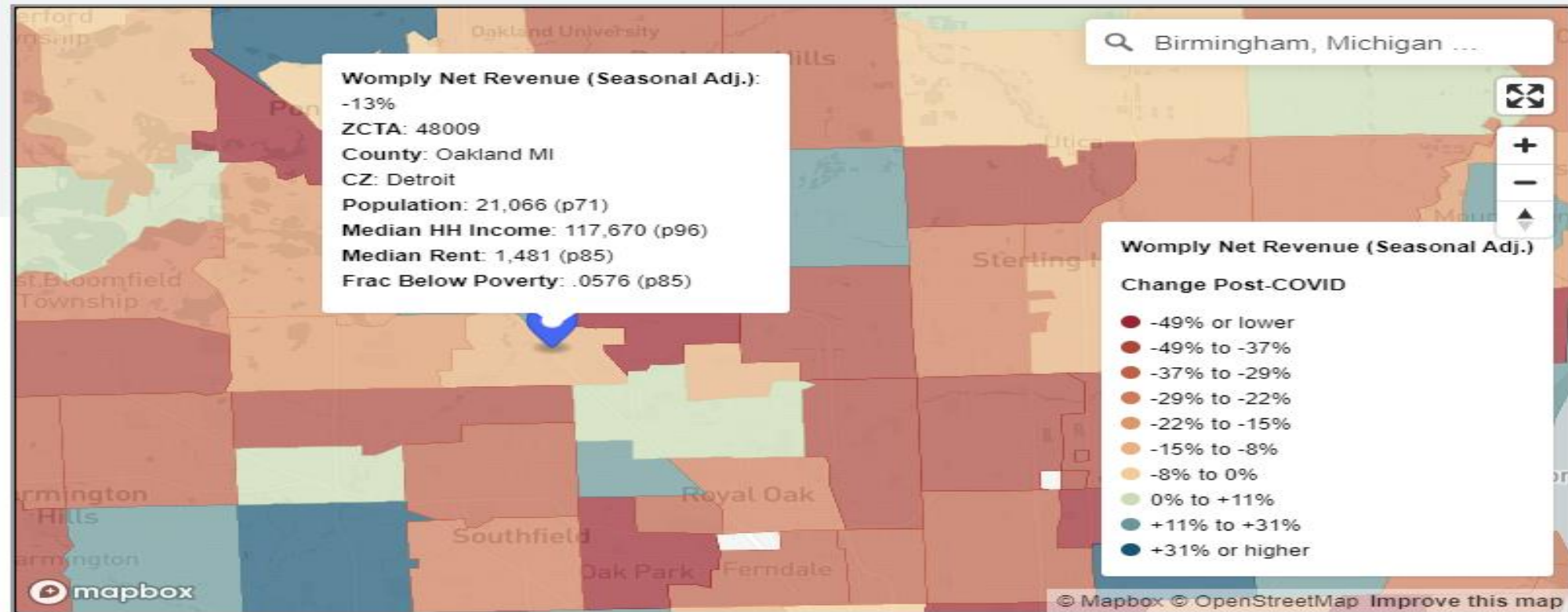
last updated: **October 09, 2020** next update expected: **October 17, 2020**

visit tracktherecovery.org to explore

Birmingham's Small Biz Revenue Mixed Picture

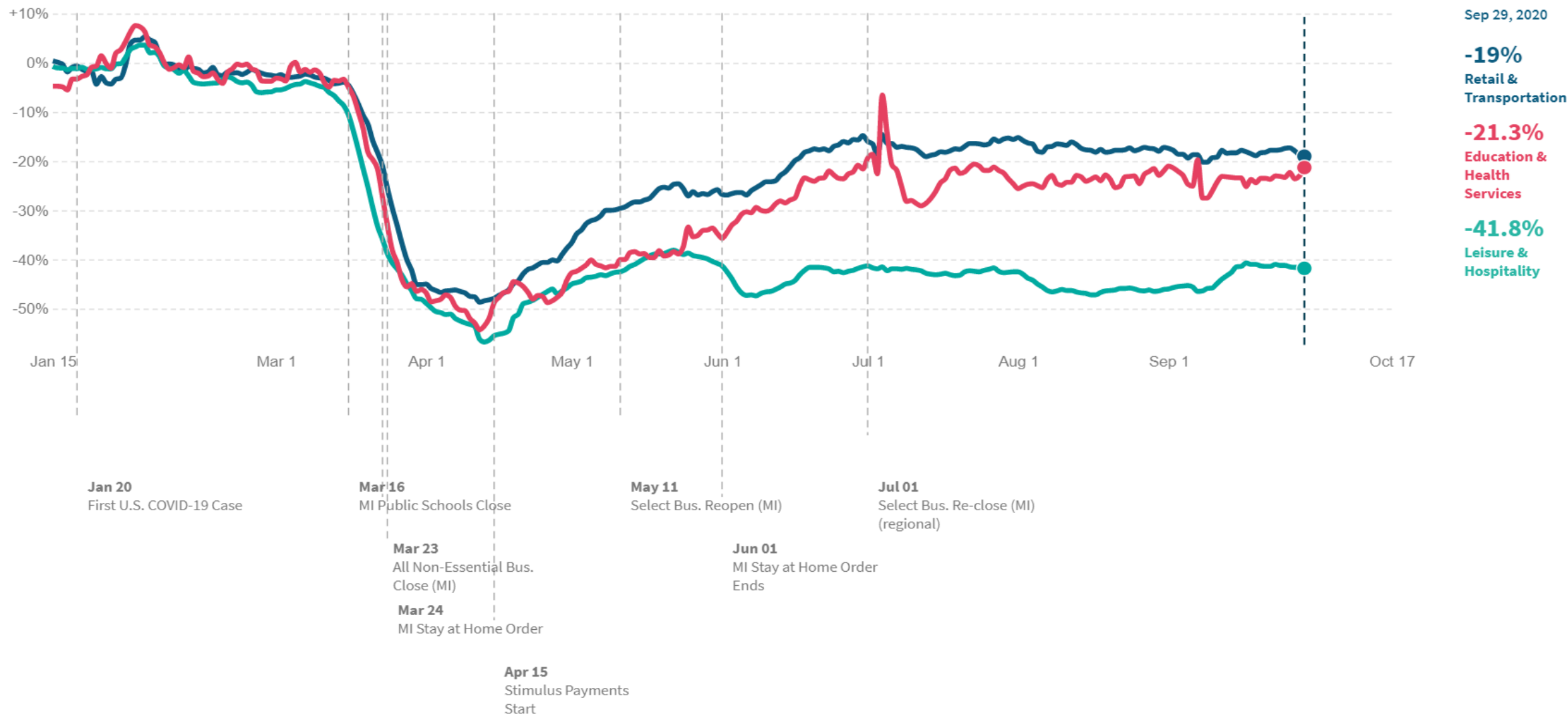
PERCENT CHANGE IN SMALL BUSINESS REVENUE

This map depicts the change in small business revenue by zip code, measured as the change in revenue on average from March 25th to May 26th as compared to January 2020. This series is constructed using data from Womply.



Percent Change in Number of Small Businesses Open*

In **Detroit**, as of **September 29, 2020**, the number of transportation and trade small businesses open **decreased** by **19%** compared to January 2020.



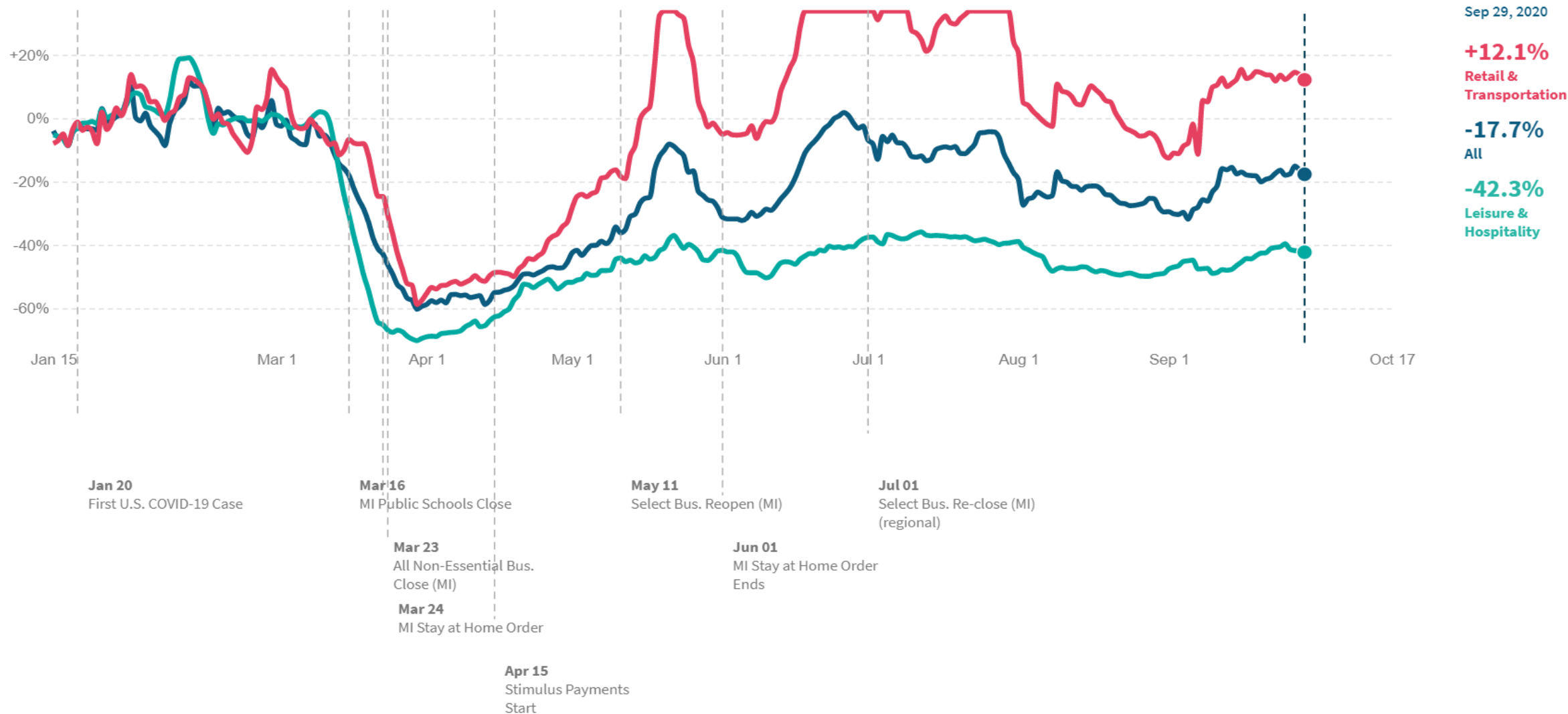
*Change in small businesses open (defined as having financial transaction activity), indexed to January 4-31 2020 and seasonally adjusted. This series is based on data from Womply.

last updated: **October 09, 2020** next update expected: **October 17, 2020**

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Percent Change in Small Business Revenue*

In **Detroit**, as of **September 29, 2020**, total small business revenue **decreased** by **17.7%** compared to January 2020.



*Change in net business revenue for small businesses, indexed to January 4-31 2020 and seasonally adjusted. This series is based on data from Womply.

last updated: **October 09, 2020** next update expected: **October 17, 2020**

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Percent Change in All Consumer Spending*

In **Wayne**, as of **August 21 2020**, total spending by all consumers **decreased** by **5.7%** compared to January 2020.



*Change in average consumer credit and debit card spending, indexed to January 4-31, 2020 and seasonally adjusted. This series reflects daily data through September 12th, 2020 and weekly data after September 12th, 2020. This series is based on data from Affinity Solutions.

last updated: **October 08, 2020** next update expected: **October 17, 2020**

visit tracktherecovery.org to explore

Percent Change in All Consumer Spending*

In **Oakland**, as of **August 21, 2020**, total spending by all consumers **decreased** by **5%** compared to January 2020.



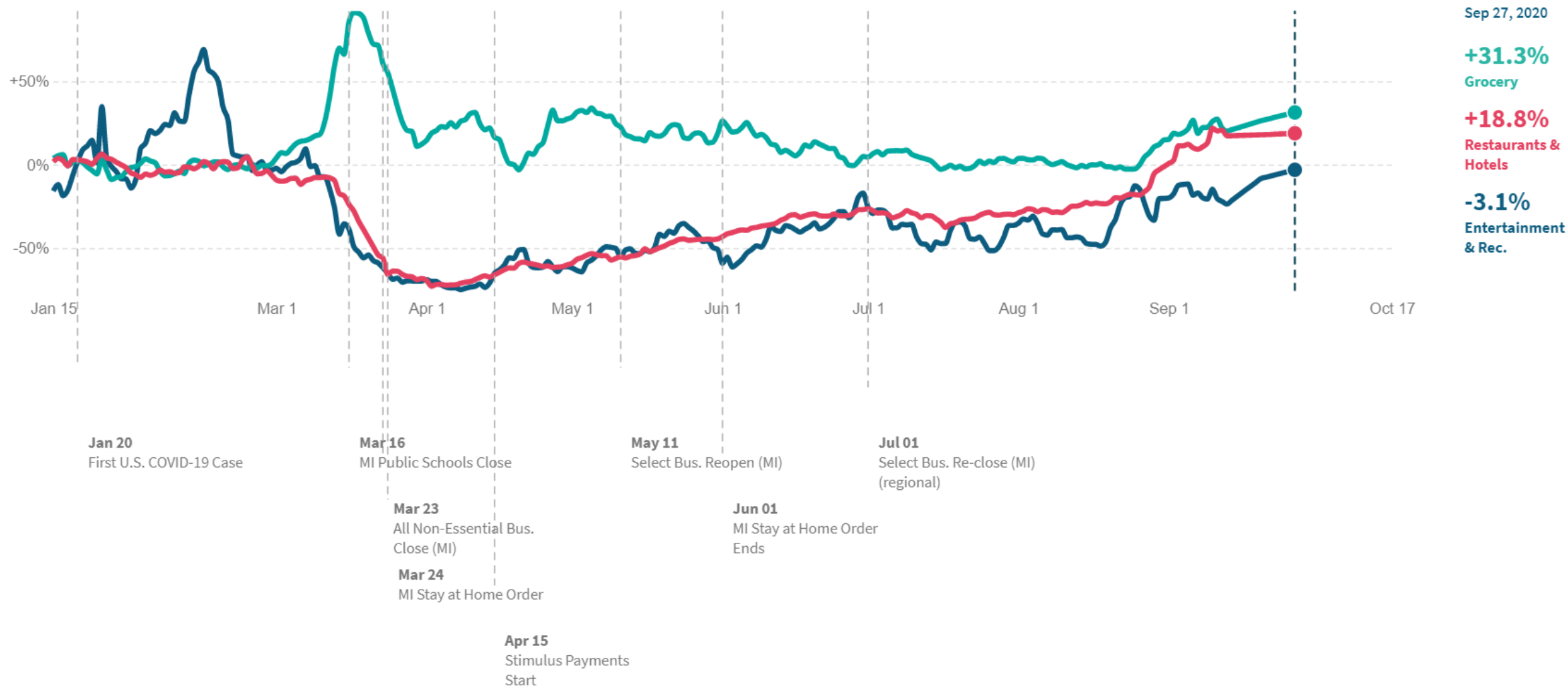
*Change in average consumer credit and debit card spending, indexed to January 4-31, 2020 and seasonally adjusted. This series reflects daily data through September 12th, 2020 and weekly data after September 12th, 2020. This series is based on data from Affinity Solutions.

last updated: **October 08, 2020** next update expected: **October 17, 2020**

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Percent Change in All Consumer Spending*

In **Detroit**, as of **September 27, 2020**, arts, entertainment, and recreation spending by all consumers **decreased** by **3.1%** compared to January 2020.



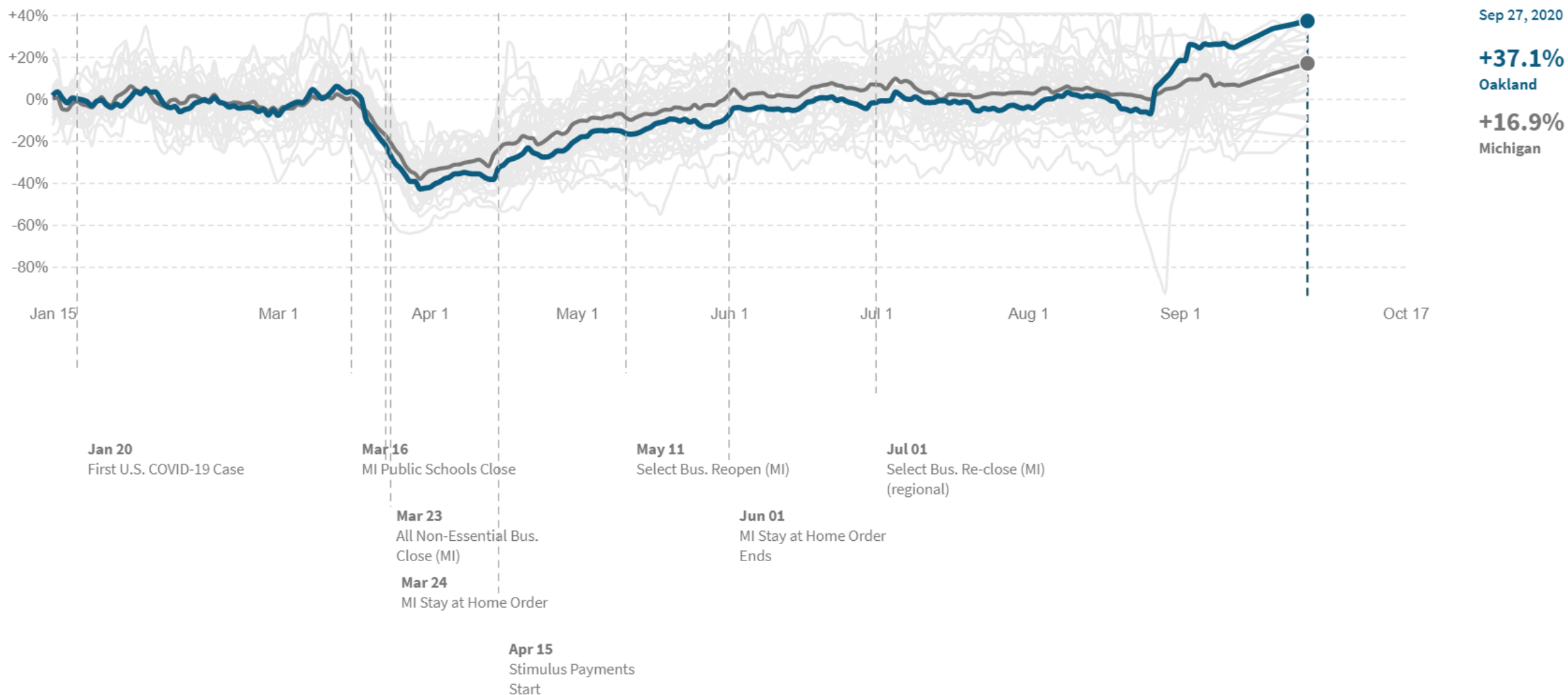
*Change in average consumer credit and debit card spending, indexed to January 4-31, 2020 and seasonally adjusted. This series reflects daily data through September 12th, 2020 and weekly data after September 12th, 2020. This series is based on data from Affinity Solutions.

last updated: **October 08, 2020** next update expected: **October 17, 2020**

visit tracktherecovery.org to explore

Percent Change in All Consumer Spending*

In **Oakland**, as of **September 27 2020**, total spending by all consumers **increased** by **37.1%** compared to January 2020.



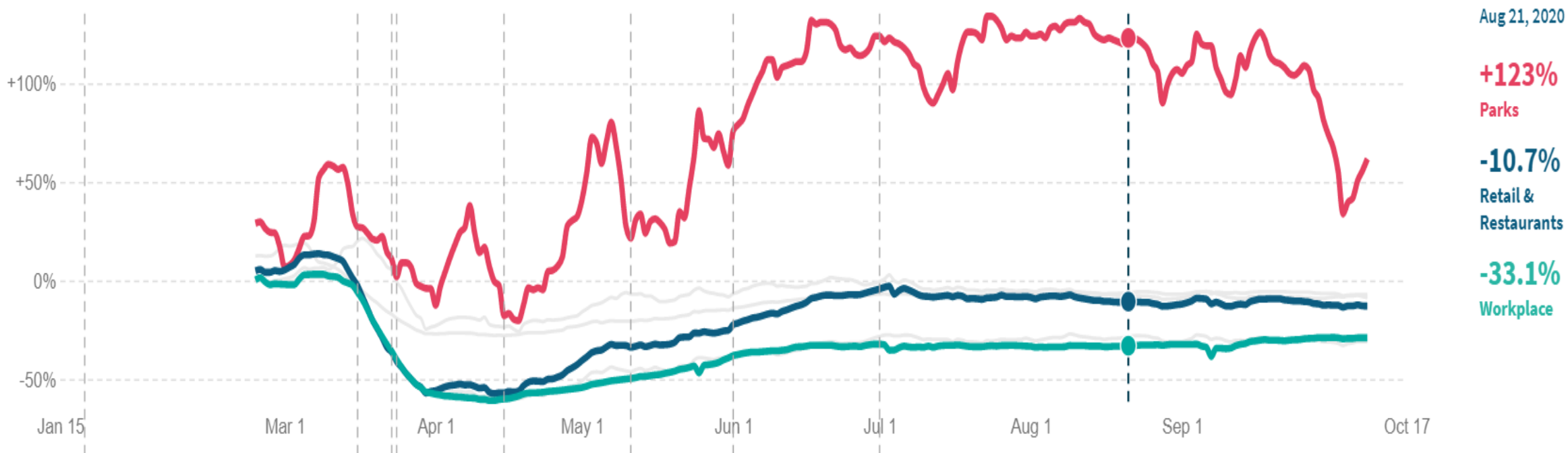
*Change in average consumer credit and debit card spending, indexed to January 4-31, 2020 and seasonally adjusted. This series reflects daily data through September 12th, 2020 and weekly data after September 12th, 2020. This series is based on data from Affinity Solutions.

last updated: **October 08, 2020** next update expected: **October 17, 2020**

visit tracktherecovery.org to explore

Percent Change in Time Spent Outside Home*

In **Detroit**, as of **August 21 2020**, total time spent at retail & restaurant locations **decreased** by **10.7%** compared to January 2020.

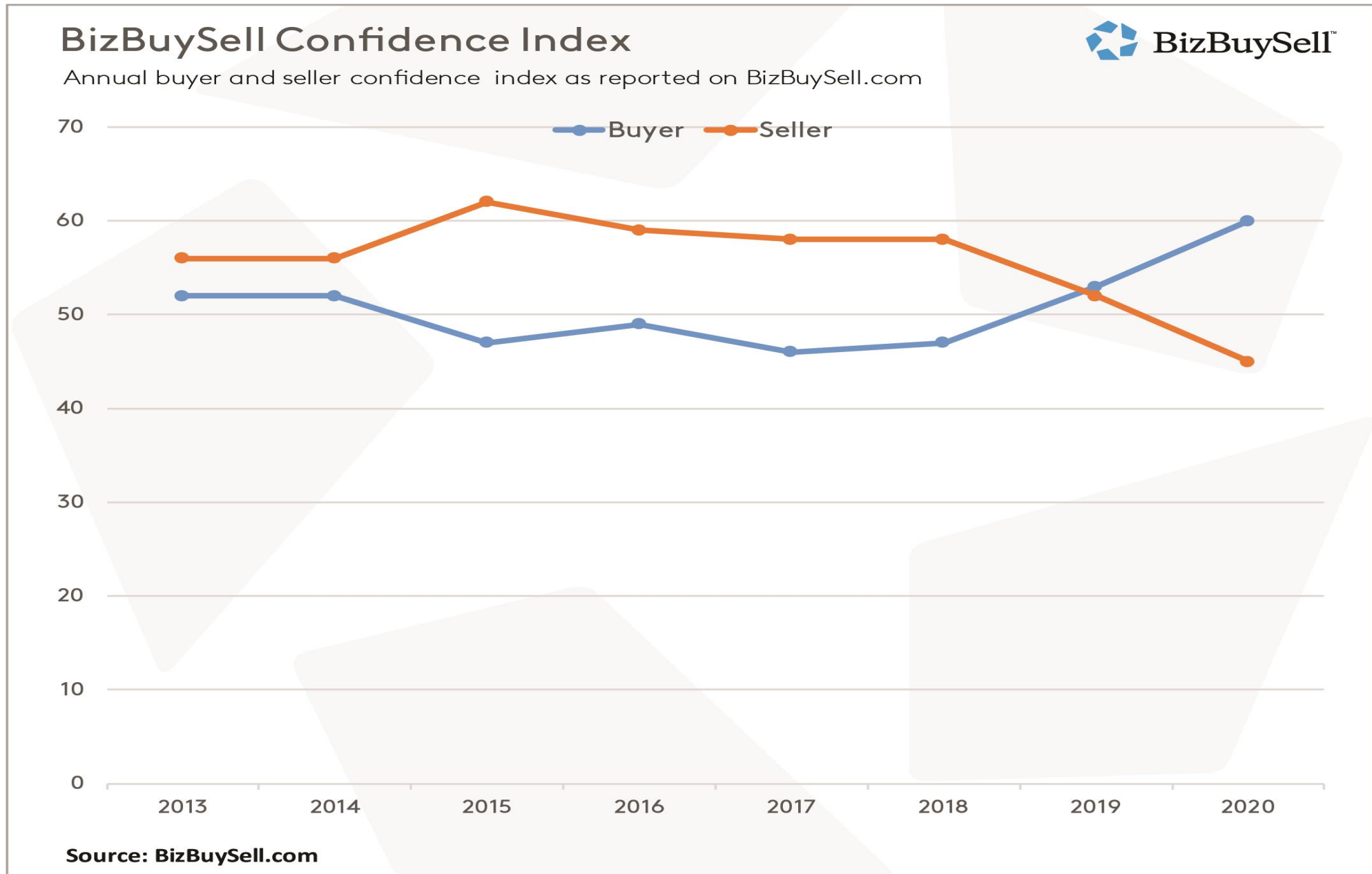


*Change in the average time spent outside of residential locations indexed to the period between Jan 3-Feb 6 2020. This series uses data from Google's COVID-19 Community Mobility reports.

last updated: **October 13, 2020** next update expected: **October 19, 2020**

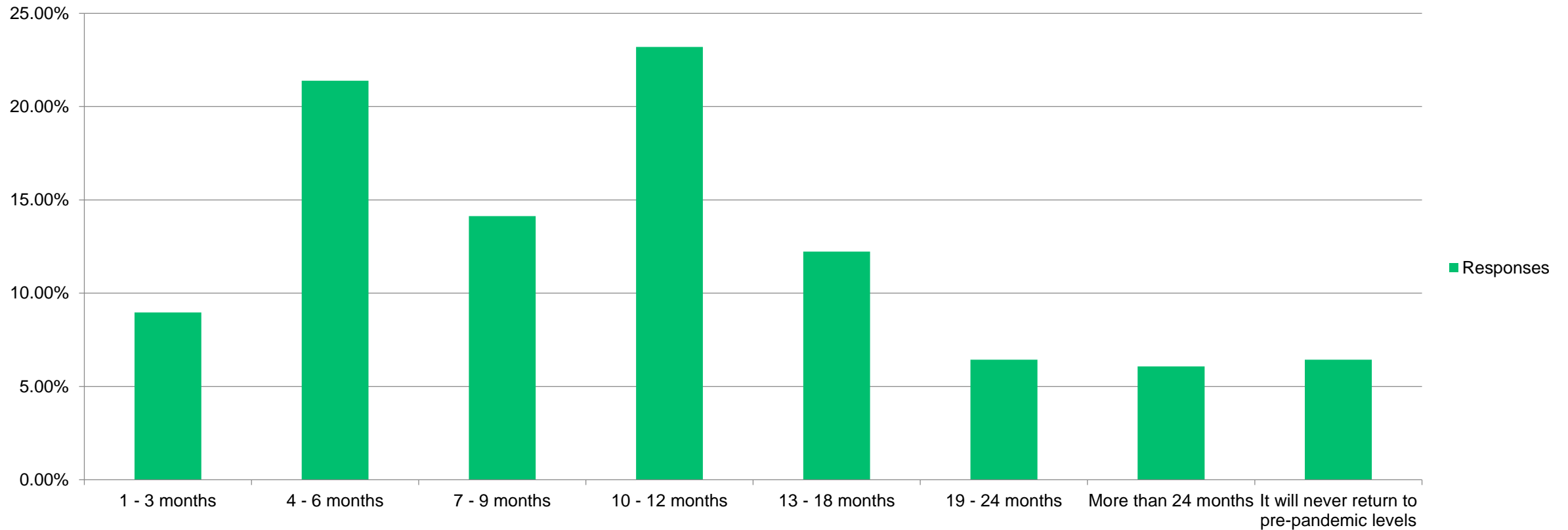
visit tracktherecovery.org to explore

Two Different Outlooks



Return to Normal Anyone's Guess

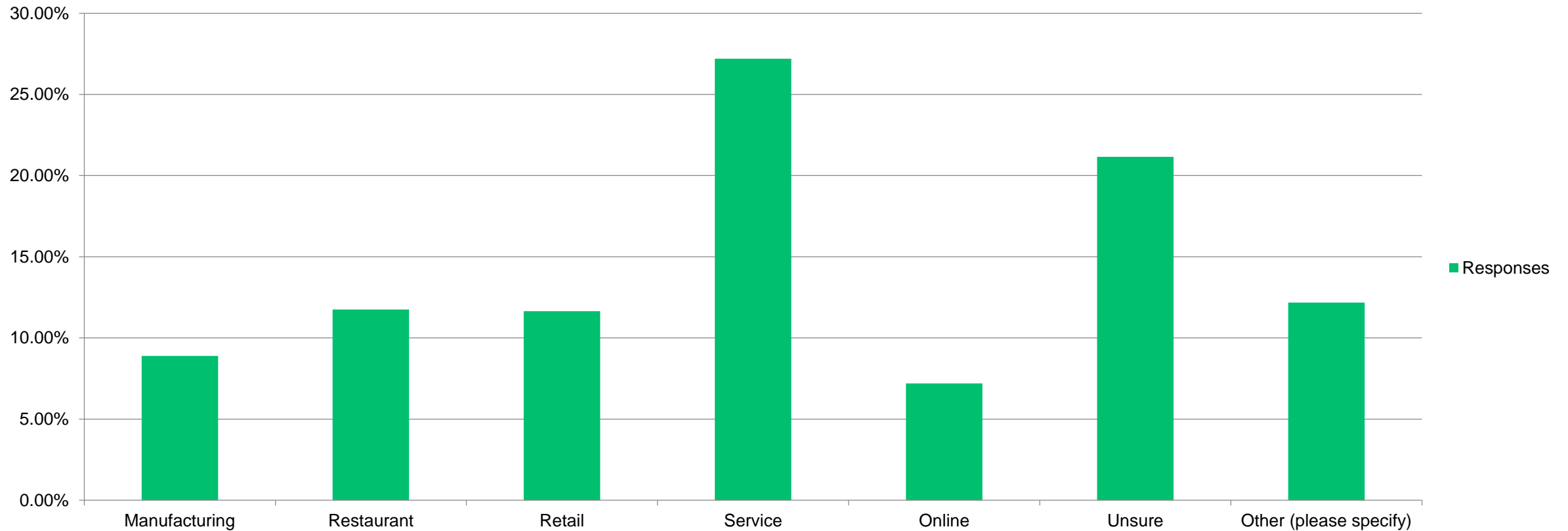
When do you expect your customer demand to fully return to pre-pandemic levels?



Source: BizBuySell

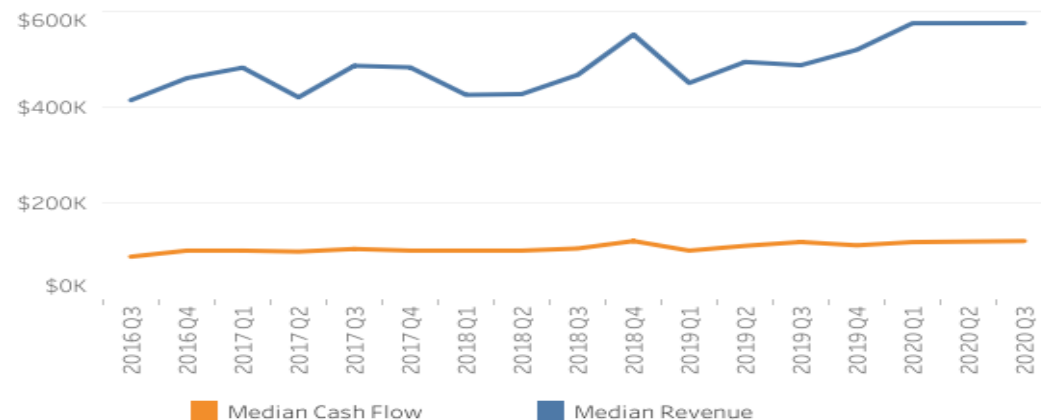
High Demand for Pandemic-Proof Businesses

In which of the following business sectors are you looking to buy?



Michigan Small Business Sales Market

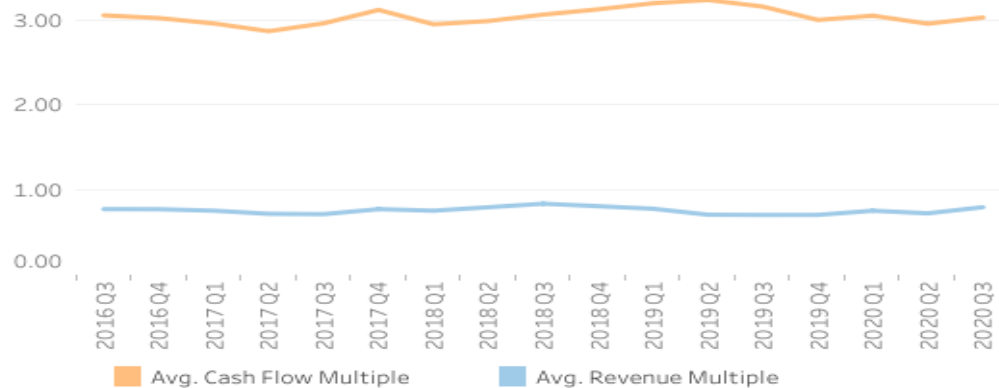
Key Financials of Active Business Listings (For Sale)



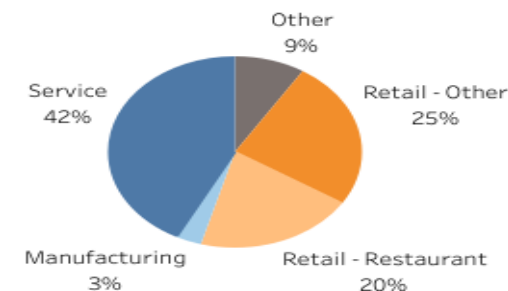
Median Asking Price



Average Financial Multiples

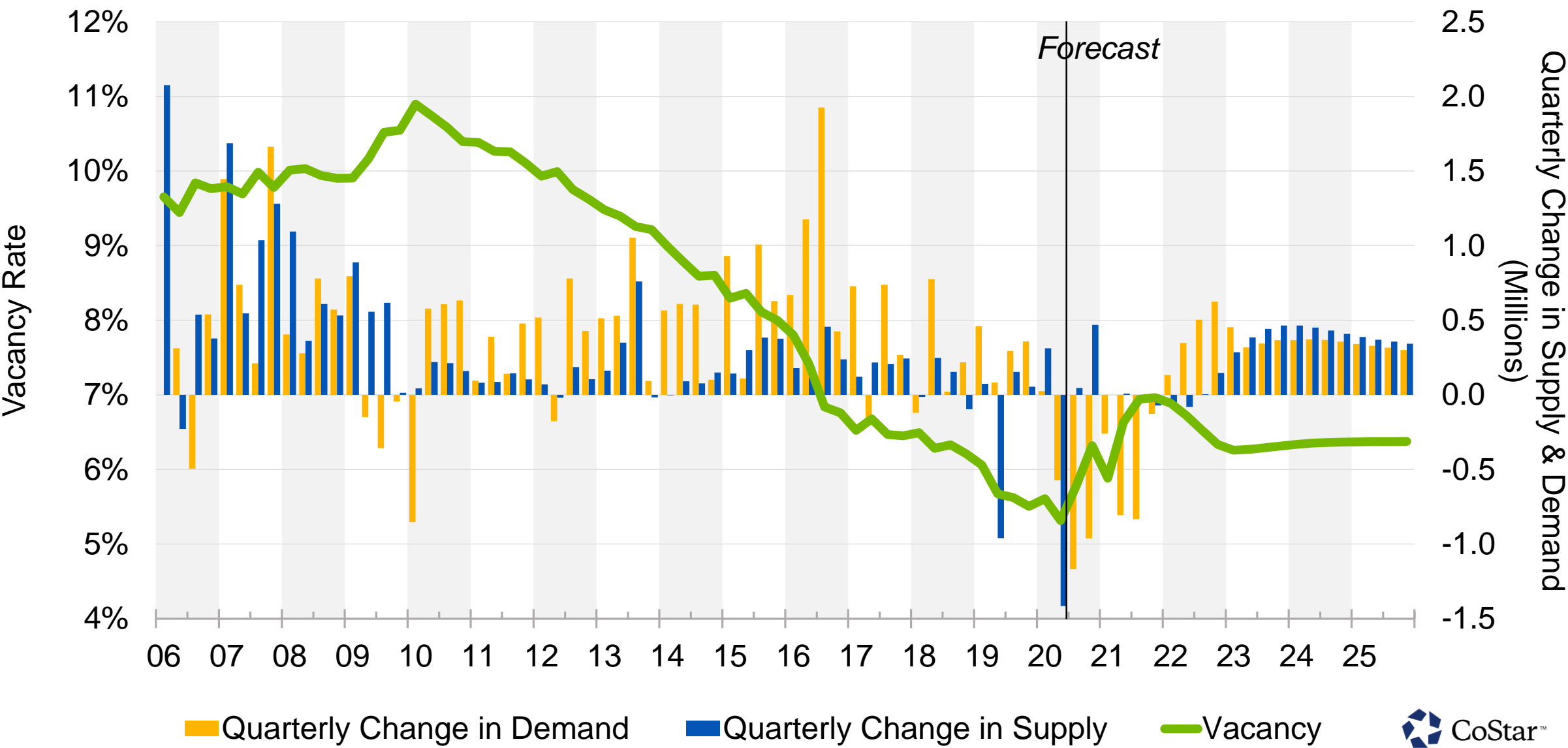


Active Listings by Sector for Q3 2020



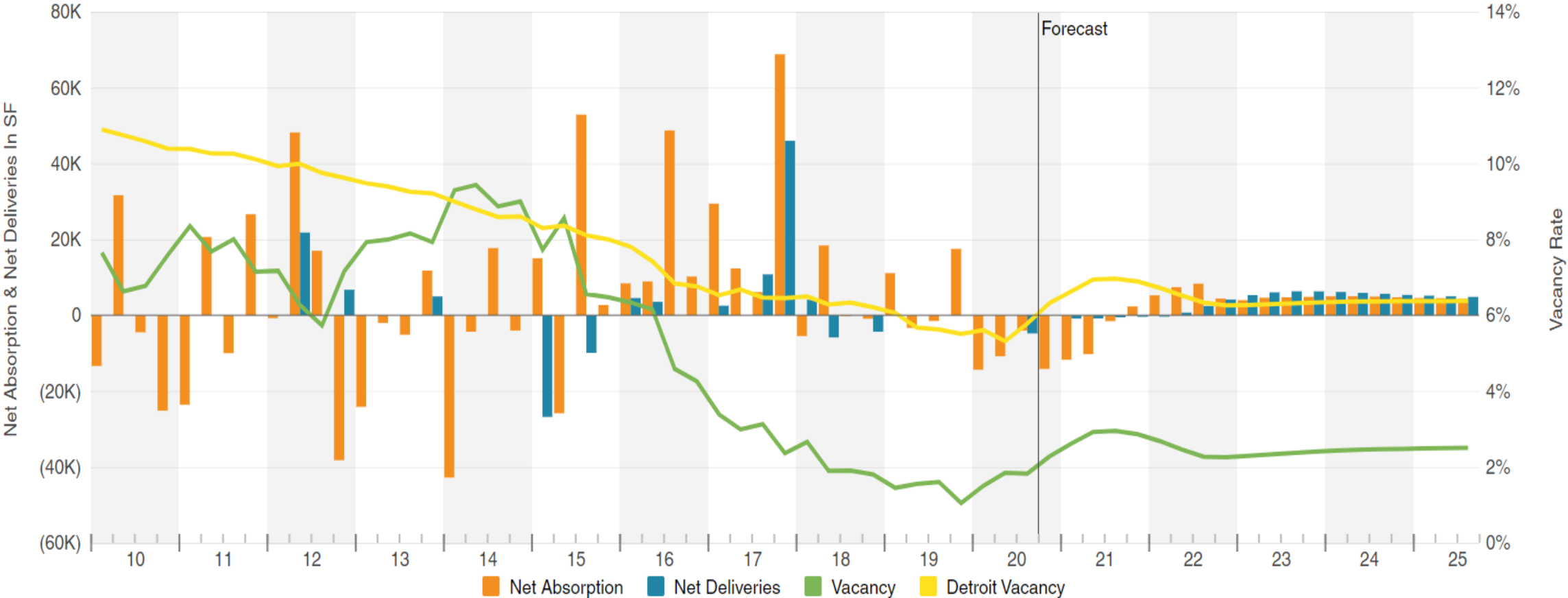
Local Retail

Detroit Retail Supply, Demand, and Vacancy



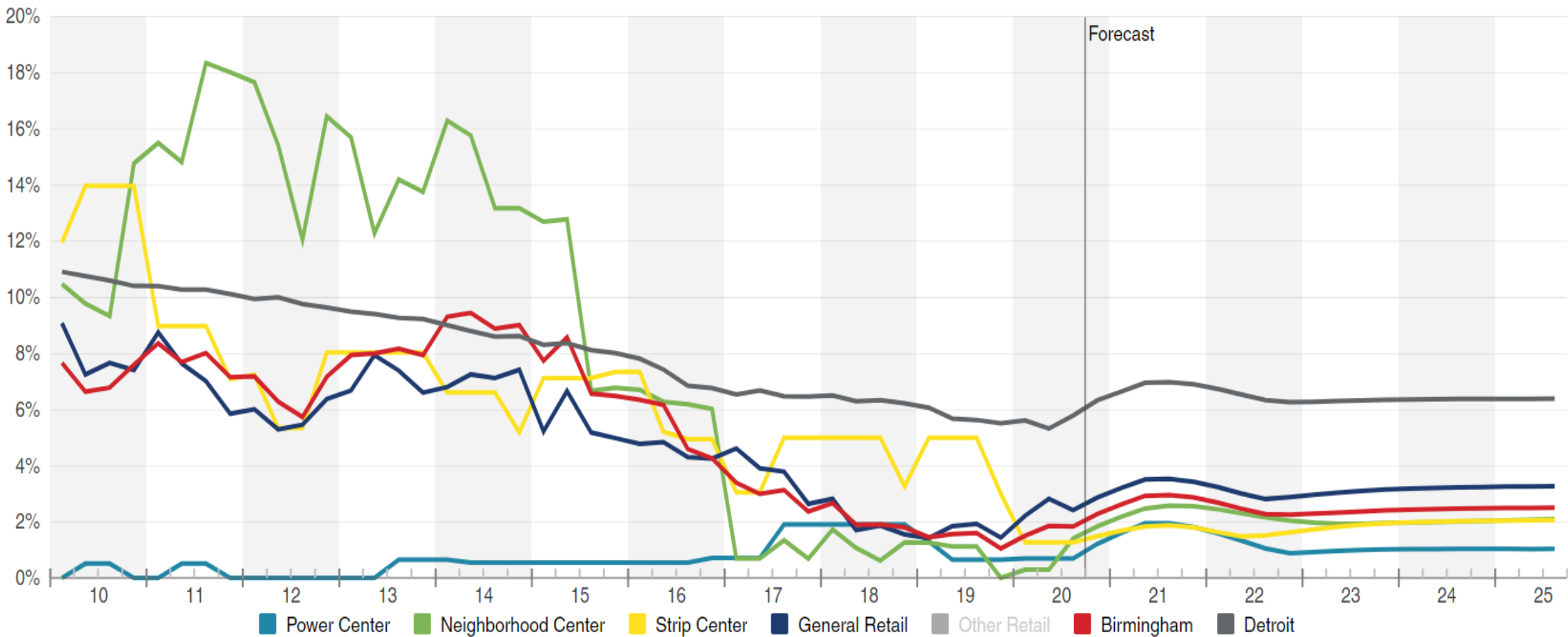
Birmingham Retail Market

NET ABSORPTION, NET DELIVERIES & VACANCY



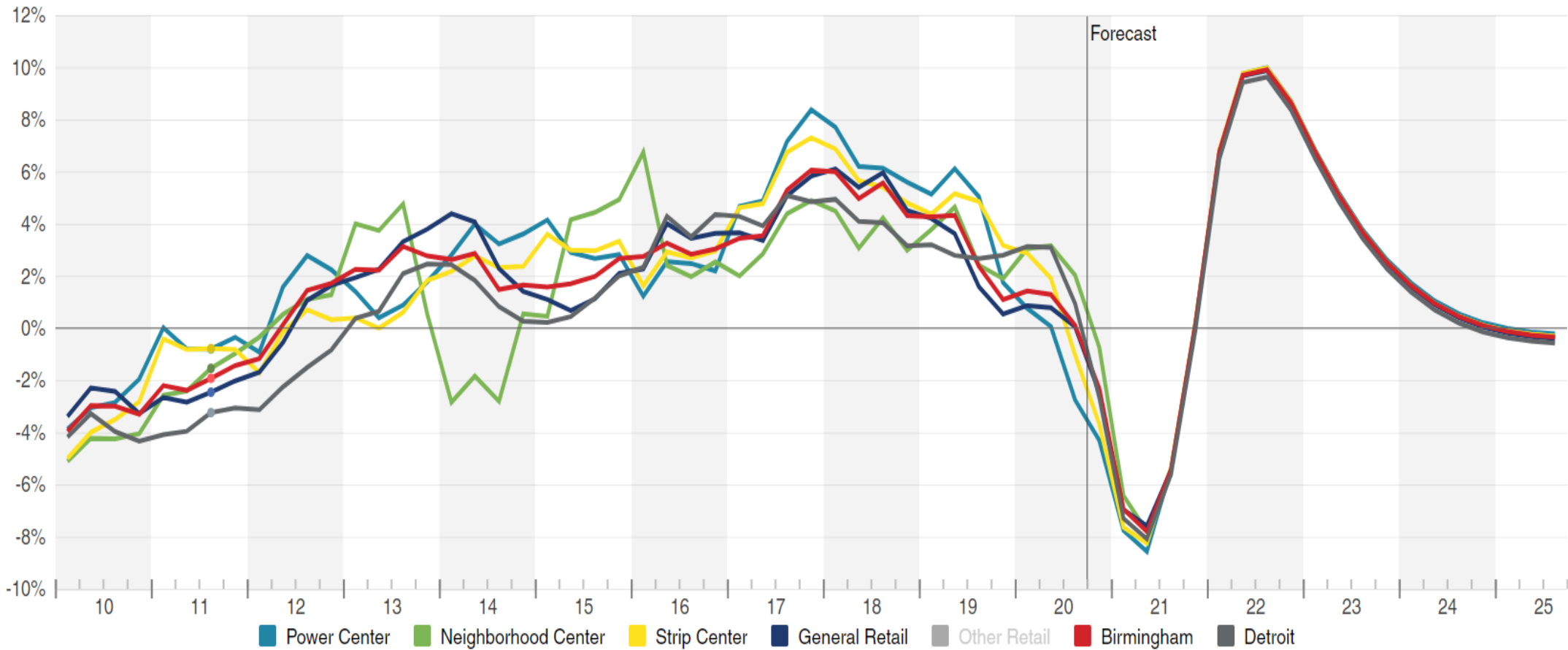
Birmingham Retail Vacancy Breakdown

VACANCY RATE



Birmingham Retail Rent Breakdown

MARKET RENT GROWTH (YOY)



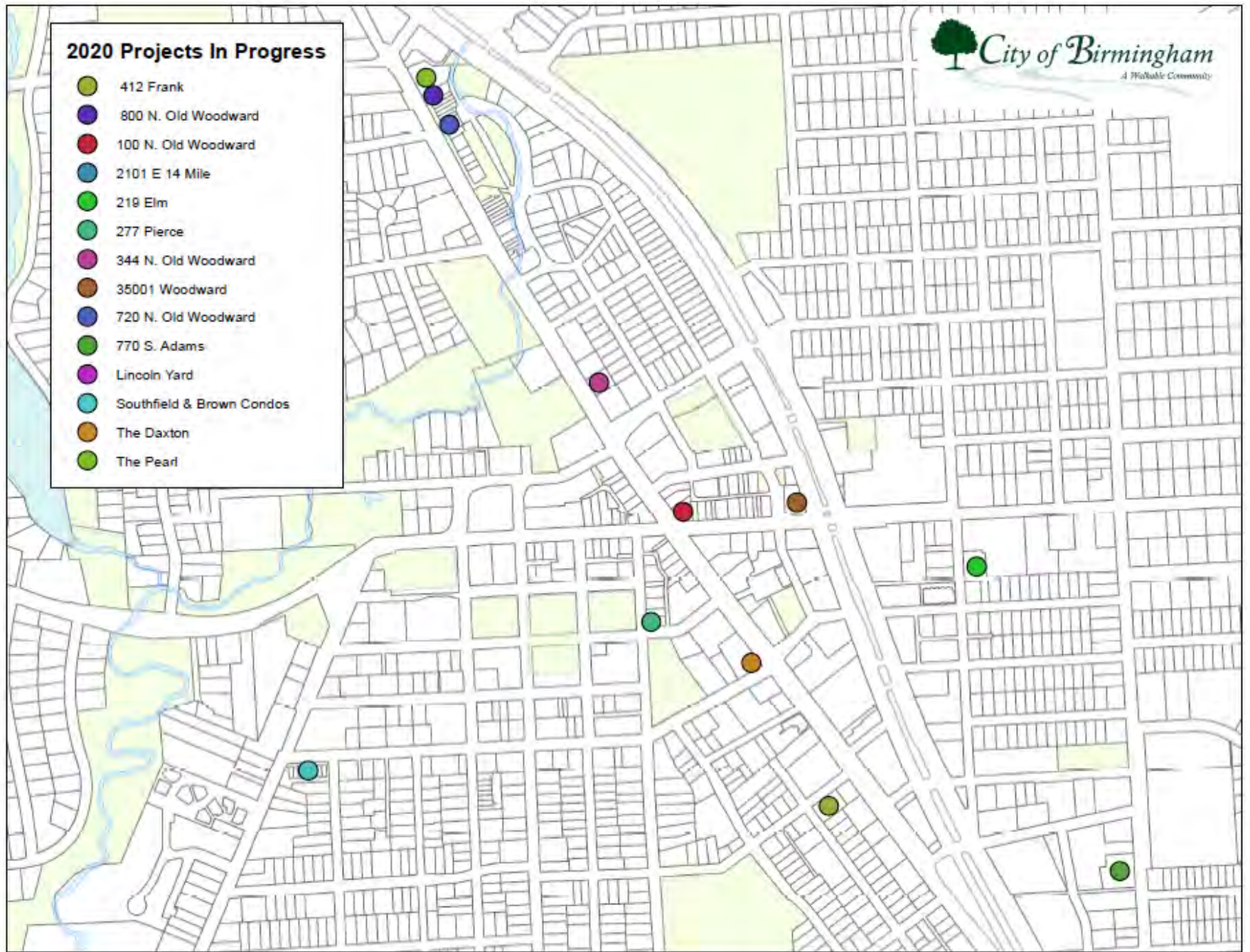
Birmingham Brokers Roundtable



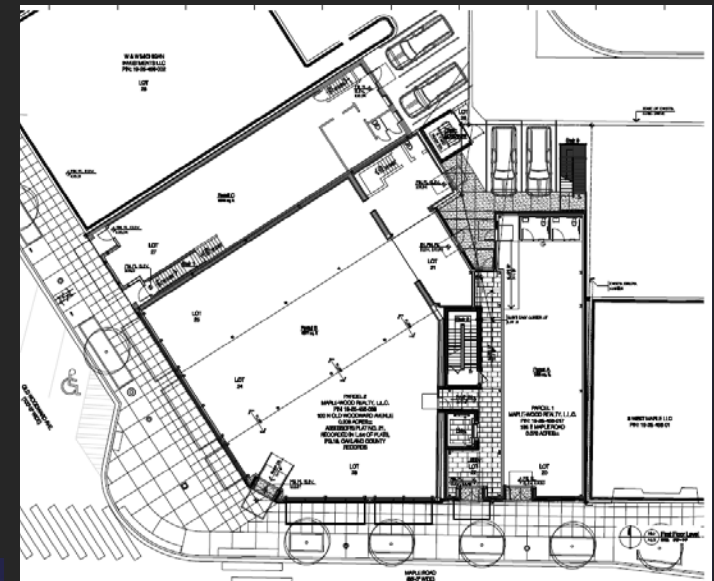
Jana L. Ecker, Planning Director
October 21, 2020

2020 Projects In Progress

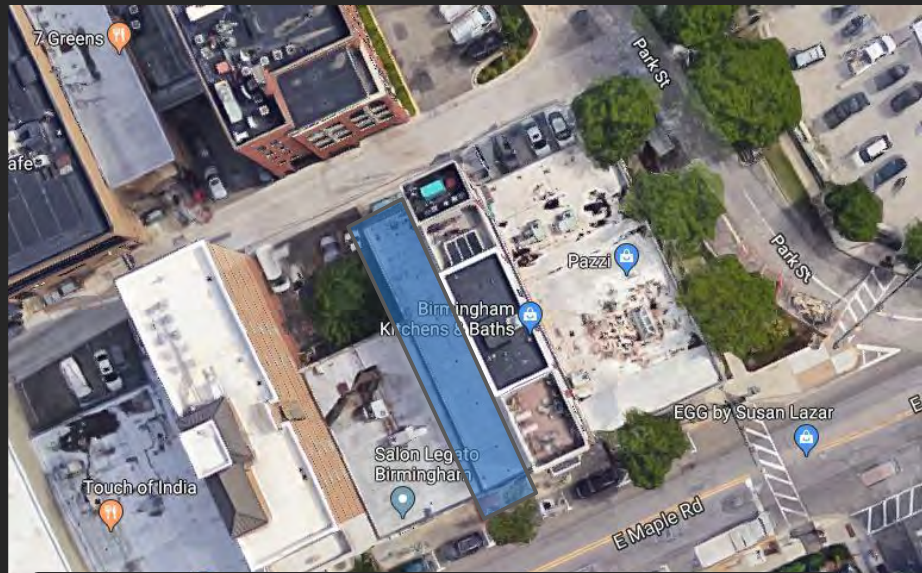
- 412 Frank
- 800 N. Old Woodward
- 100 N. Old Woodward
- 2101 E 14 Mile
- 218 Elm
- 277 Pierce
- 344 N. Old Woodward
- 35001 Woodward
- 720 N. Old Woodward
- 770 S. Adams
- Lincoln Yard
- Southfield & Brown Condos
- The Daxton
- The Pearl



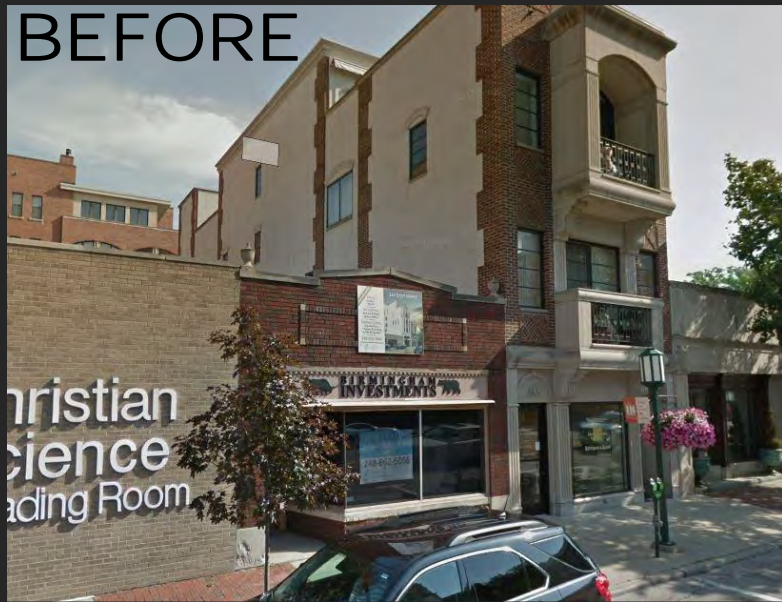
100 N. Old Woodward- Parks



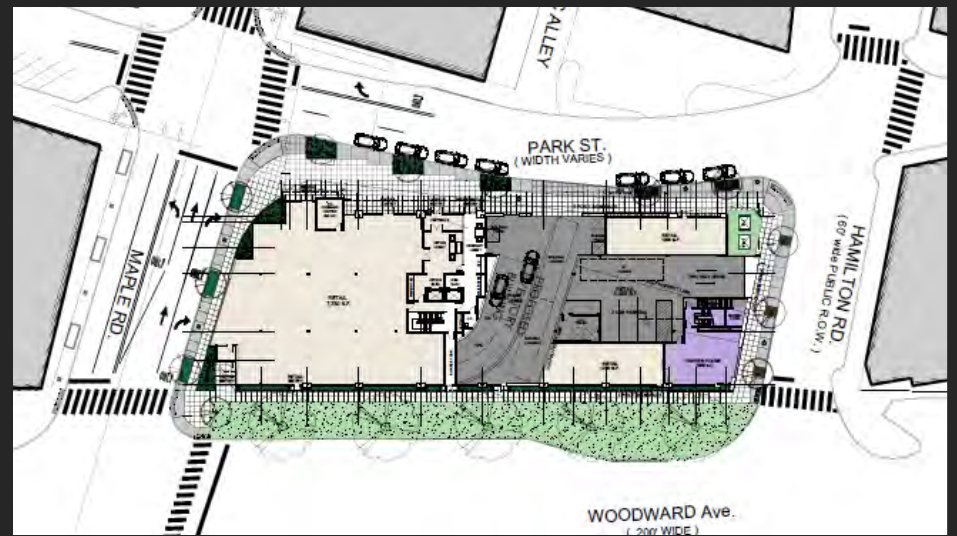
361 E. Maple – Hawthorne



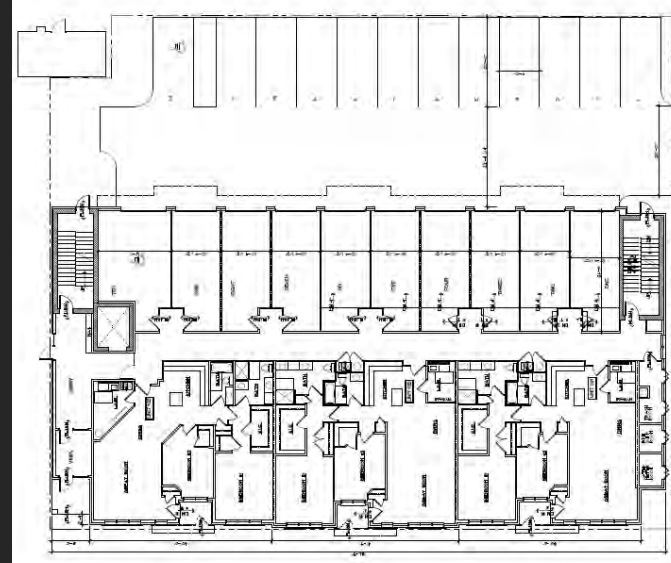
BEFORE



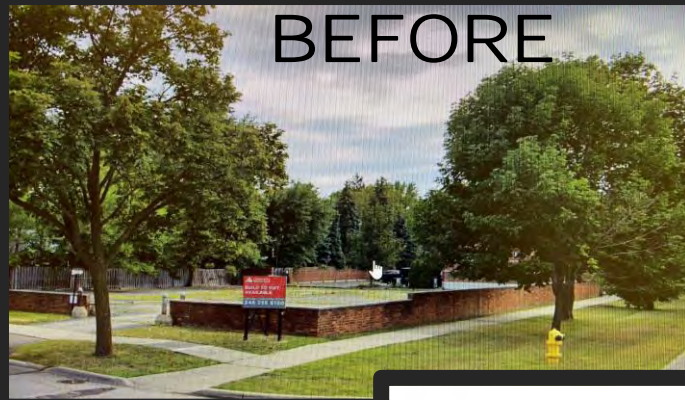
35001 Woodward - The Maple



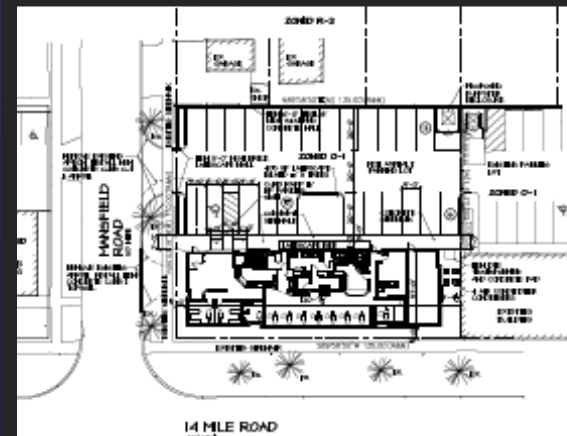
219 Elm – All Seasons 2



2101 E. 14 Mile - Orthodontic

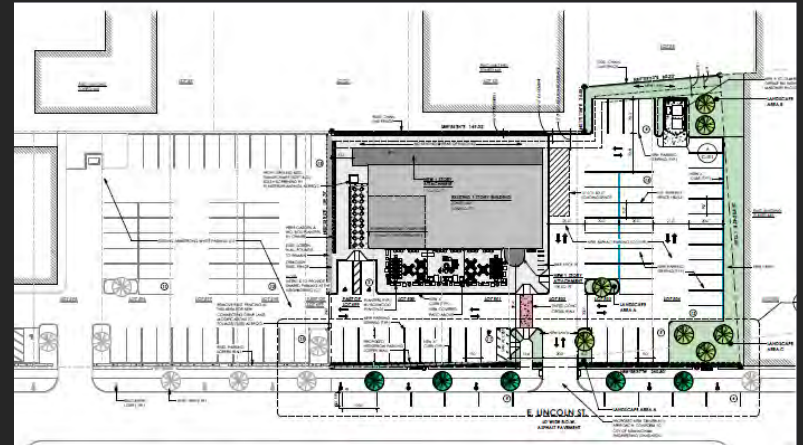


SOUTH (14 MILE ROAD) ELEVATION

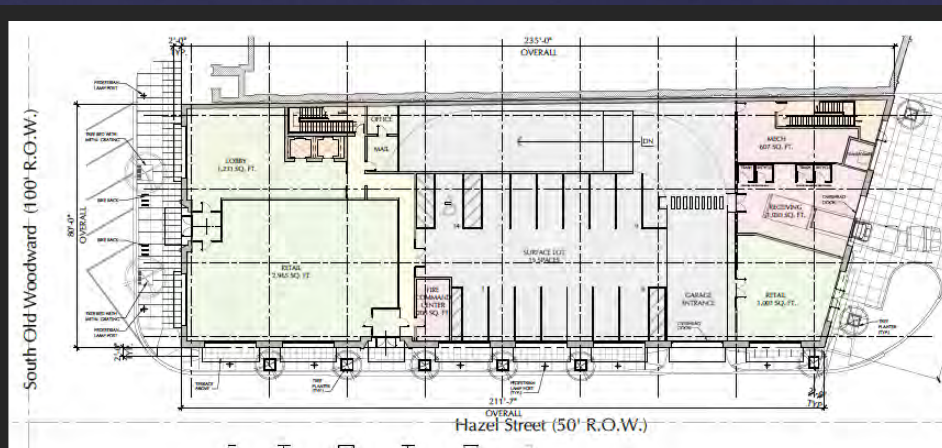
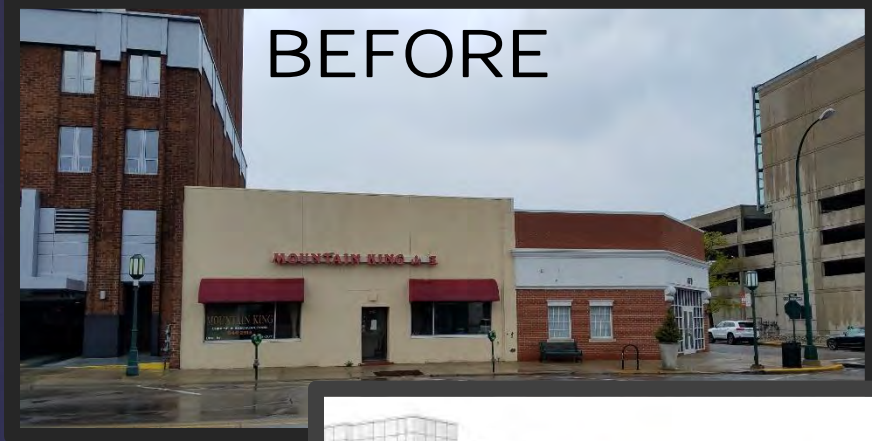
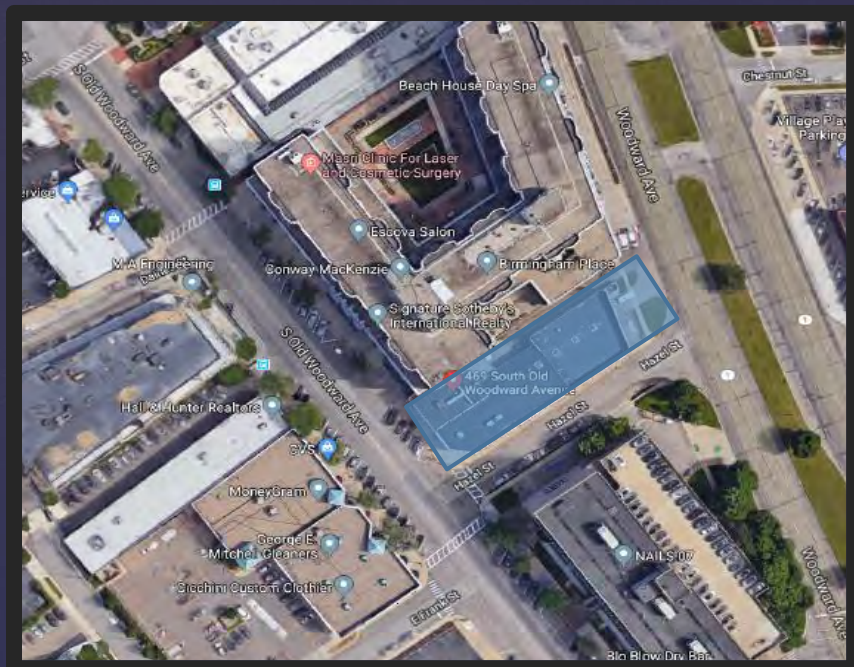


2159 E. Lincoln- Lincoln Yard

BEFORE

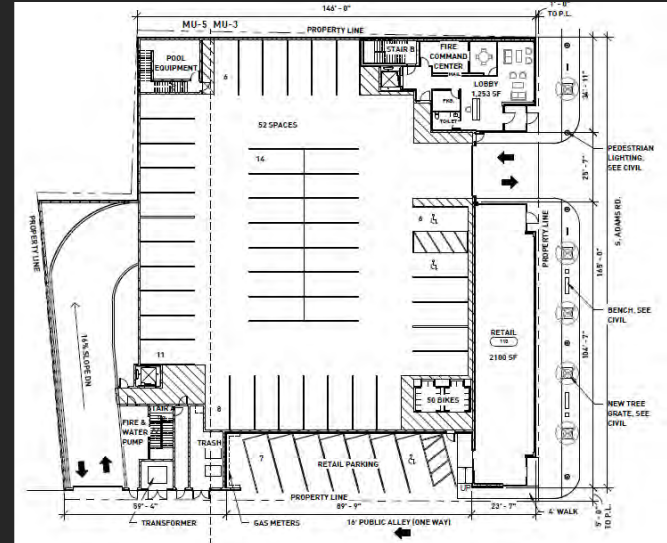


469 - 479 S. Old Woodward



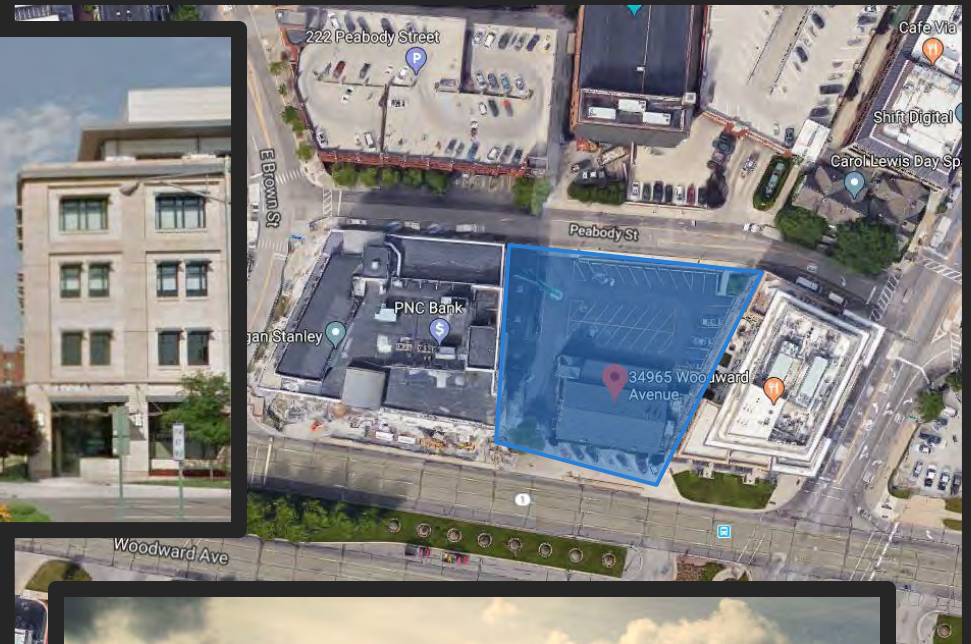
770 S. Adams-Mixed Use

BEFORE



34965 Woodward - Peabody

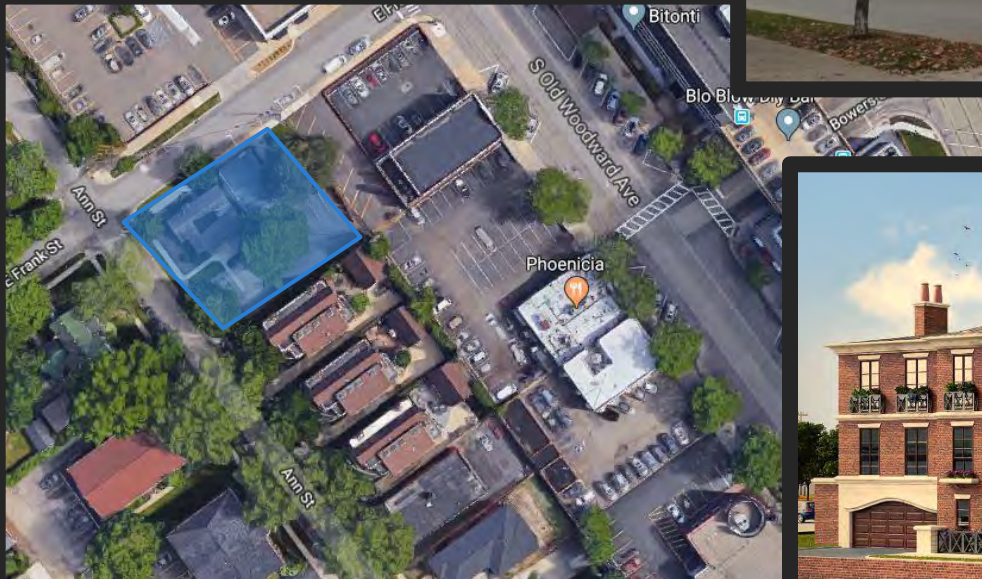
BEFORE



277 Pierce –Mixed Use



412-420 E. Frank- The Bristol



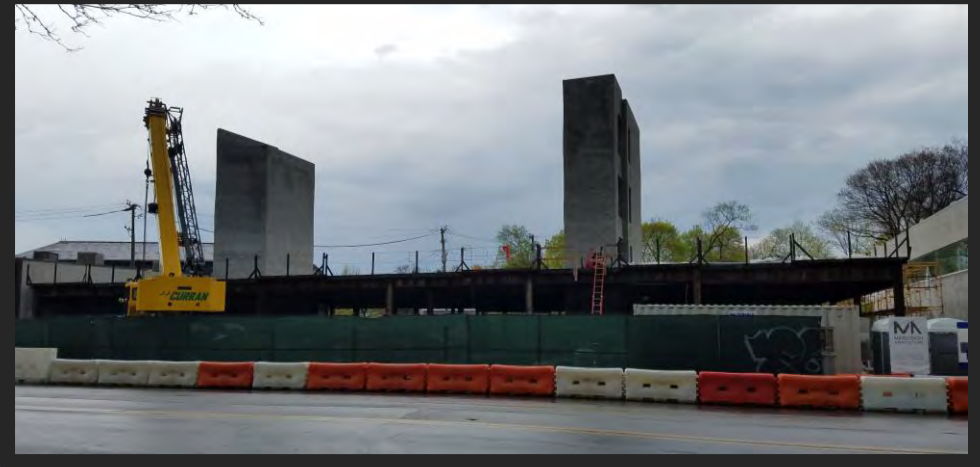
695 Brown Street



298 S. Old Woodward – Daxton Hotel

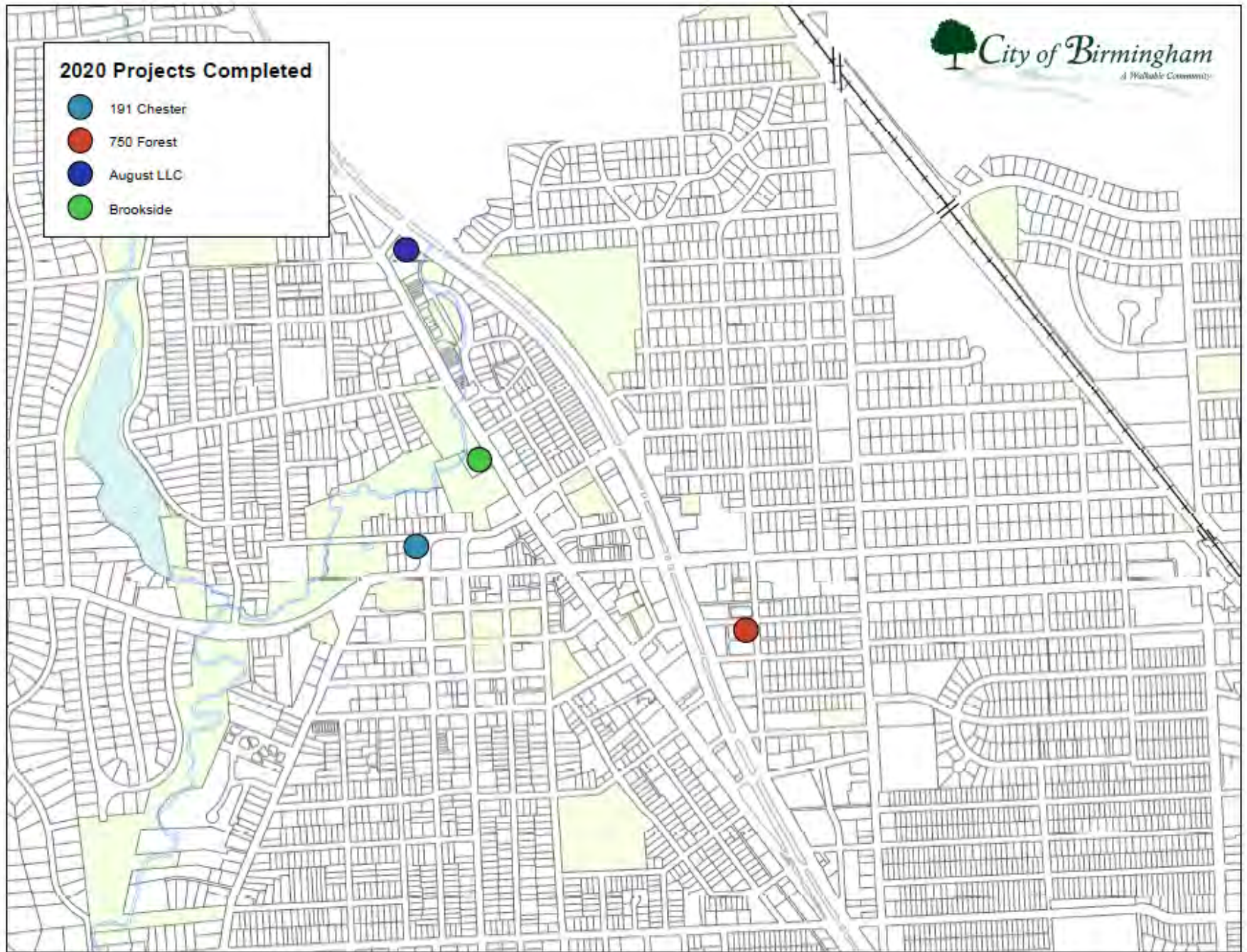


856 N. Old Woodward – The Pearl

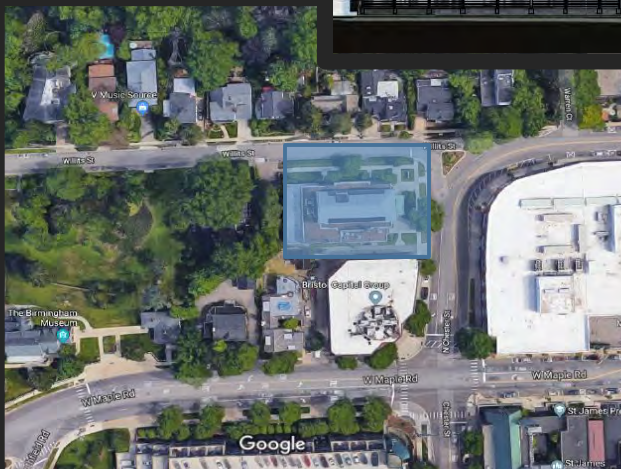


2020 Projects Completed

-  191 Chester
-  750 Forest
-  August LLC
-  Brookside



191 N. Chester - The Jeffrey



750 Forest

BEFORE



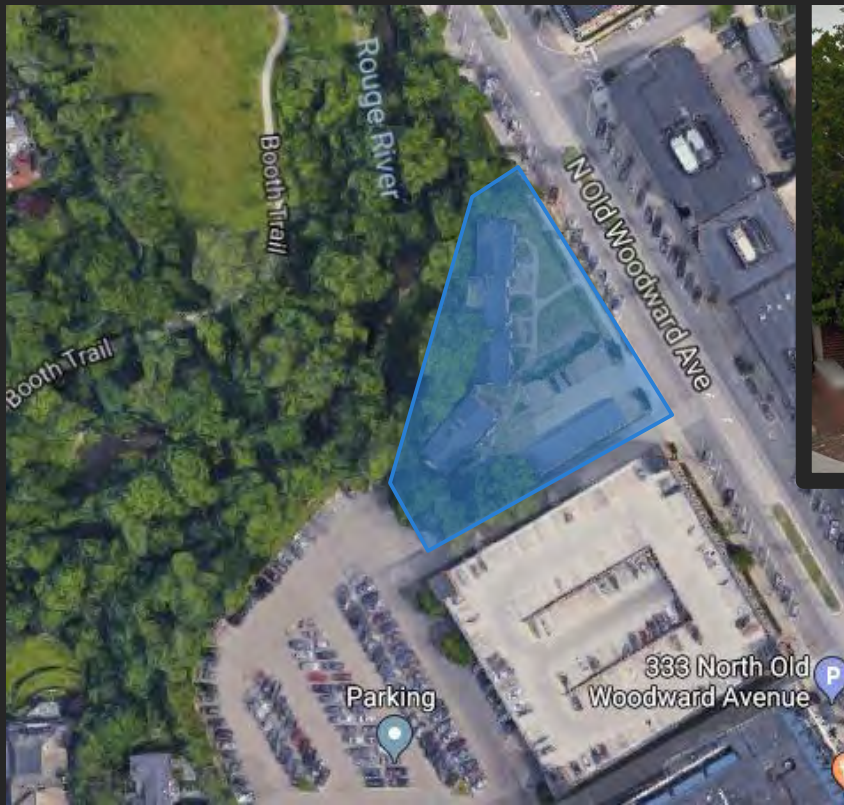
35975 Woodward – August LLC



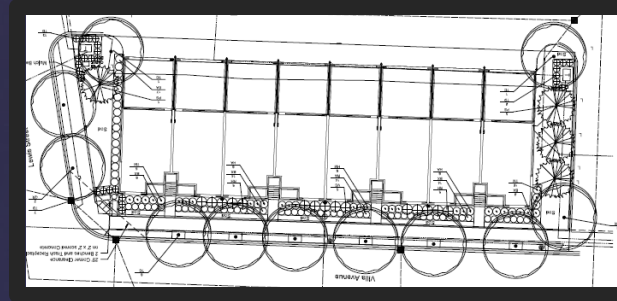
BEFORE



369-397 N. Old Woodward – Brookside Terrace



2000 Villa



Thank you!

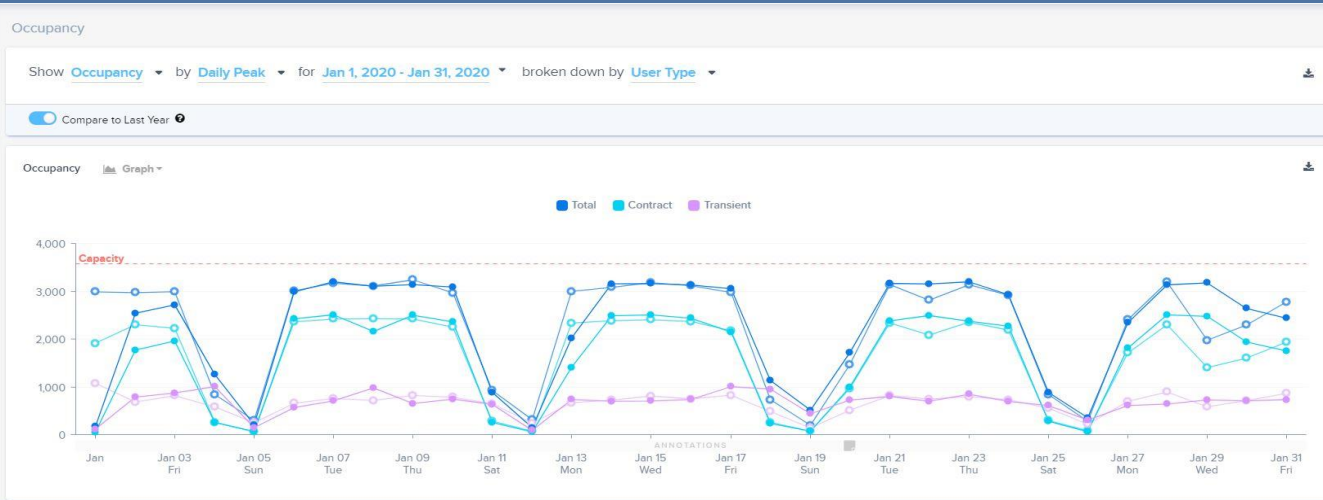
Jana Ecker
Planning Director

jecker@bhamgov.org

City of Birmingham Parking Utilization Dashboard – January 2020

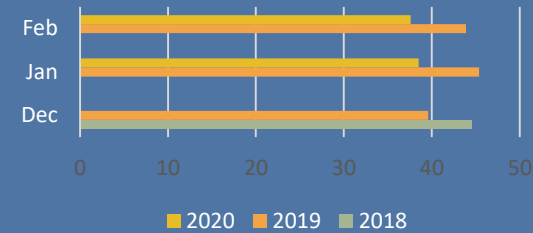
Parking Garages

OCCUPANCY

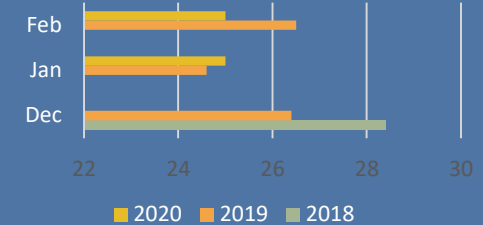


Parking Meters

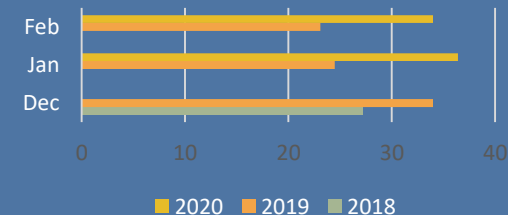
Coin



Credit



ParkMobile



DURATION



Roof Top Valet

January 2019	January 2020	Percentage Change
33	96	131%

MONTHLY PARKING PERMIT REPORT

For the month of: January 2020

Date Compiled: February 13, 2020

	Pierce	Park	Peabody	N.Old Wood	Chester	Lot #6/\$210	Lot #6/\$150	South Side	Lot B	35001 Woodward	Lot 12	Total
1. Total Spaces	706	811	437	745	880	174	79	8	40	40	150	4070
2. Daily Spaces	370	348	224	359	425	N/A	N/A	N/A	N/A	N/A	N/A	1726
3. Monthly Spaces	336	463	213	386	560	174	79	8	30	40	150	2439
4. Monthly Permits Authorized	676	845	486	881	1218	177	40	8	30	50	225	4636
5. Permits - end of previous month	550	750	400	800	1140	170	40	8	10	50	190	4108
6. Permits - end of month	676	750	440	800	1140	173	40	8	11	50	194	4282
7. Permits - available at end of month	0	95	46	81	0	4	0	0	19	0	31	276
8. Permits issued in month includes permits effective 1st of month	33	5	1	2	7	0	0	0	0	0	0	48
9. Permits given up in month	7	5	1	2	7	0	0	0	0	0	0	22
10. Net Change	26	0	46	0	0	0	0	0	0	0	0	72
11. On List - end of month*	1128	1468	1197	1655	996	0	0	0	0	22	0	6466
**On List-Unique Individuals												3560
12. Added to list in month	6	6	9	2	11	0	0	0	0	0	0	34
13. Withdrawn from list in month (w/o permit)	0	0	117	0	0	0	0	0	0	0	0	117
14. Average # of weeks on list for permits issued in month	143	82	141	126	57	0	0	0	0	0	0	91.5
15. Transient parker occupied	260	178	91	104	61	N/A	N/A	N/A	N/A	N/A	N/A	694
16. Monthly parker occupied	324	543	308	628	650	N/A	N/A	N/A	N/A	N/A	N/A	2453
17. Total parker occupied	269	721	399	732	62	N/A	N/A	N/A	N/A	N/A	N/A	3147
18. Total spaces available at 1pm on Wednesday 1/15	122	90	38	13	169	N/A	N/A	N/A	N/A	N/A	N/A	432
19. "All Day" parkers paying 5 hrs. or more												
A:Weekday average.	246	237	136	155	63	N/A	N/A	N/A	N/A	N/A	N/A	837
B:*Maximum day	N/A*	N/A*	N/A*	N/A*	N/A*	N/A	N/A	N/A	N/A	N/A	N/A	0
20. Utilization by long term parkers	N/A*	N/A*	N/A*	N/A*	N/A*	N/A	N/A	N/A	N/A	N/A	N/A	#DIV/0!

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

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

* Average Maximum day not available currently in Skidata

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

**Birmingham Parking System
Transient & Free Parking Analysis
Months of January 2019 & January 2020**

January 2019

GARAGE	TOTAL CARS	FREE CARS	CASH REVENUE	% FREE
PEABODY	18,140	9,972	\$ 38,222.00	55%
PARK	18,592	7,206	\$ 48,905.00	39%
CHESTER	5,957	1,872	\$ 54,323.00	31%
WOODWARD	10,625	5,282	\$ 27,394.00	50%
PIERCE	20,997	8,892	\$ 67,014.00	42%
TOTALS	74,311	33,224	\$ 235,858.00	45%

January 2020

GARAGE	TOTAL CARS	FREE CARS	CASH REVENUE	% FREE
PEABODY	19,007	10,046	\$ 36,130.01	53%
PARK	20,703	6,927	\$ 51,798.00	33%
CHESTER	5,111	2,061	\$ 20,843.00	40%
WOODWARD	11,789	5,013	\$ 24,261.00	43%
PIERCE	22,833	9,200	\$ 74,570.00	40%
TOTALS	79,443	33,247	\$ 207,602.01	42%

BREAKDOWN:	TOTAL CARS	+7%
	FREE CARS	+1%
	CASH REVENUE	-12%

Birmingham Principal Shopping District Board

Voucher List For: 11/05/2020

Early Release	Vendor	Description	Account	Amount
	BEIER HOWLETT P.C.	ATTORNEY FEES	LEGAL SERVICES	334.79
	BIRMINGHAM BLOOMFIELD CHAMBER	GOLF OUTING SPONSOR	PUBLIC RELATIONS	2,000.00
	BOLYARD LUMBER	MATERIALS FOR SANTA HOUSE STAIRS	SPECIAL EVENTS	67.28
	CC CONSULTING LLC	RETAIL RECRUITMENT SERVICES	TENANT RECRUITMENT	2,083.33
	COSTAR REALTY INFORMATION, INC	ONLINE RETAIL SERVIES	TENANT RECRUITMENT	680.00
	DANIEL SUTTKUS	SANTA PERFORMANCE PAY 1 OF 3	SPECIAL EVENTS	1,210.00
	DEYO FOR FACE AND	GIFT CERTIFICATES	GIFT CERTIFICATES	75.00
	DREW EVAN NYSTROM	SERVICES AT BFM 10/4-10/25	SPECIAL EVENTS	330.00
	DYNAMIC DIAGNOSTICS INC	PPE FOR BSD BUSINESSES	TENANT RECRUITMENT	1,943.80
	EFFECTV	FALL FASHION ADV	MARKETING & ADVERTISING	499.75
	ENGLISH GARDENS	INSTALL ADDED BRANCHES ON HOLIDAY TREE IN SHAIN PARK	MAINTENANCE SHOPPING DIST	2,242.94
	LYFT INC	LYFT PROMOTION FOR BSD BUSINESSES	TENANT RECRUITMENT	519.60
	MOSHER & ASSOCIATES LLC	MONTHLY PLANTER MAINTENANCE PAY 4 OF 4	MAINTENANCE SHOPPING DIST	638.40
	NICK'S MAINTENANCE SERVICE	NOVEMBER SNOW REMOVAL PAY 1 OF 6	SNOW REMOVAL CONTRACT	9,416.66
	OFFICE DEPOT INC	MISC OFFICE SUPPLIES	OPERATING SUPPLIES	130.18
	RANDYL LEE WAGNER	SANTA PERFORMANCE PAY 1 OF 3	SPECIAL EVENTS	751.67
	RETAIL DOCTOR LLC	VIRTUAL PRESENTATION AT MERCHANT MEETING	TENANT RECRUITMENT	1,500.00
	REVIZE LLC	WEBSITE AND CMS ANNUAL TECH SUPPORT	WEB SITE MAINTENANCE	1,500.00
	SALVATORE SCALLOPINI	BOXED LUNCHES FOR BFM VENDORS - END OF SEASON	SPECIAL EVENTS	488.00
	SERVICE CARE INDUSTRIES INC	PPE FOR BSD BUSINESSES	TENANT RECRUITMENT	2,900.00
	STUDIO EQUIS LLC	2 AVAILABLE PROPERTY FLYERS	TENANT RECRUITMENT	150.00
	TURNER SANITATION, INC	PORTA POTTIES AT BFM SEPTEMBER	SPECIAL EVENTS	195.00
	UTEC	COPIER CONTRACT 6/26-9/25	EQUIPMENT MAINTENANCE	217.49
	WORRY FREE INC	32 DECORATIVE BARRELS AROUND TOWN AND 8 TREES FOR AROUND SANTA HOUSE PAY 2 OF 2	MAINTENANCE SHOPPING DIST	3,960.00

Birmingham Principal Shopping District Board**Voucher List For:** 11/05/2020

Early Release Vendor	Description	Account	Amount
		Total:	\$ 33,833.89
<u>Journal Entries</u>			
	Dog Waste Depot - paw pal bags		\$ 188.70
	Verizon - Ingrid and Jaimi cell phone		99.84
	Petty Cash - Tip, vegan food, Chicken Shack balance for DPS luncheon		76.25
	Home Depot - Supplies for Santa House		100.10
	DTE - Electric at BFM		14.73
	Sign-Up Genius - Scheduling Santa appointments		19.98
	Total Journal Entries		\$ 499.60
	TOTAL VOUCHERS AND JOURNAL ENTRIES		\$ 34,333.49

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

Board Chair_____

Date _____



MEMORANDUM

DATE: November 5, 2020

TO: Birmingham Shopping District Board

FROM: Ingrid Tighe, Executive Director

SUBJECT: 8A Request to Extend Snow Removal Agreement

The snow removal agreement with Nick's Maintenance has expired; however, the contract contains a provision in the agreement that allows the Board to extend the provisions of the agreement with Nick's Maintenance for one additional season. Nick's Maintenance is agreeable to an extension for the 2020-2021 season. Additionally, the extension defines an addition to the scope of work to include clearing twelve large corner "bump outs" in the new streetscape and an additional broom pass in the central part of the BSD.

The Maintenance Committee supports an extension to the agreement for one season, with direction to go out for bid through a Request for Proposal in the spring of 2021.

We have been very satisfied with the quality of work and with the follow up and customer service provided by Nick's. We are recommending an extension of the agreement.

Item 8A Suggested Resolution

To extend with agreement with Nick's Maintenance for downtown sidewalk snow removal for the 2020-2021 winter season. This option to extend is detailed in the original agreement dated June 2017.

**FIRST AMENDMENT TO PSD STOREFRONT SNOW REMOVAL
AGREEMENT**

This First Amendment, made this 2 day of November, 2020, by and between Birmingham Principal Shopping District, having its principal office at 151 Martin Street, Birmingham, Michigan (hereinafter "PSD"), and Nick's Maintenance, whose address is 2815 Continental, Troy, Michigan 48083 (hereinafter "Contractor"), provides as follows:

WHEREAS, the PSD and Contractor entered into a contract entitled Birmingham Principal Shopping PSD Storefront Snow Removal Agreement ("Agreement");

WHEREAS, the PSD and the Contractor desire to extend the Agreement under the terms and conditions set forth herein to include 2020-2021;

WHEREAS, in lieu of drafting a new contract for the term extension, the parties desire to enter into this First Amendment and incorporate the terms and conditions contained in the Agreement as though fully set forth with the terms of this First Amendment having the same legal affect as those currently found in the previous documents.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. All terms of the Agreement shall remain in full force and effect and are incorporated herein by reference, except as amended herein.
2. The term of the Agreement shall be extended through the 2020-2021 season, unless terminated sooner under the terms of the Agreement.
3. Due to the change in configuration of some of the sidewalks in Birmingham that are subject to this agreement, the BSD agrees to pay an additional \$7,700 to Nick's maintenance for additional snow removal for:
 - a. \$4,300 to clear 12 larger pedestrian walkways/corners AKA "bump outs" located at the northeast, northwest, southeast, and southwest corners of Old Woodward and Maple Rd, northwest and southwest corners of Merrill St. and Old Woodward, northwest and southwest corners of East Maple Rd. and Peabody St., southeast and southwest corners of Pierce St. and West Maple, and the southeast and southwest corners of Henrietta St. and West Maple.



- b. \$3,400 for an additional pass with the snow removal broom from Willits to Brown along Old Woodward, and from Woodward to Chester Street along Maple.

4. This First Amendment shall be construed in accordance with the laws of the State of Michigan.

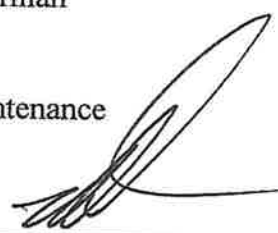
5. This First Amendment shall amend the Agreement, and no further modification shall be binding upon the parties unless set forth in writing and signed by both parties.

6. Except as set forth above and as otherwise may be in conflict with this First Amendment, the other provisions in the Agreement are unaffected by this First Amendment and shall remain in force.


BIRMINGHAM PRINCIPAL SHOPPING
DISTRICT

By: _____
Its: Chairman

Nick's Maintenance


By: 
Its: Mauro Bianchini *Mauro Bianchini*
President


Approved:


Ingrid Tighe, Exec. Director Birmingham
Shopping District (as to Substance)



Mark Gerber, Director of Finance
(as to Financial Obligation)


Joe Valentine, City Manager
(as to Substance)


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



TRIPH-2

OP ID: KR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2020

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 248-647-2500

Oakland Insurance Agency
8031 M-15, Ste. 100
Clarkston, MI 48348
Brian Furmaniak (2)

CONTACT

NAME:

PHONE (A/C, No, Ext): 248-647-2500

FAX (A/C, No): 248-647-4689

E-MAIL ADDRESS: certrequest@oaklandinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : EMC Insurance Companies

21415

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
Tri Phase Commercial
Construction LLC
Nick's Maintenance Company
359 S Old Woodward Ave
Birmingham, MI 48009

COVERAGES

CERTIFICATE NUMBER:

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6D08873	08/07/2020	08/07/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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			6E08873	08/07/2020	08/07/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6J08873	08/07/2020	08/07/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> 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		N/A	6H08873	08/07/2020	08/07/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<input checked="" type="checkbox"/> Leased & Rented Equipment			6C08873	08/07/2020	08/07/2021	Limit \$ 25,000

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

Birmingham Shopping District

CERTIFICATE HOLDER

BIRMIN1

City of Birmingham
151 Martin Rd
Birmingham, MI 48012

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



MEMORANDUM

DATE: November 5, 2020

TO: Birmingham Shopping District Board

FROM: Ingrid Tighe, Executive Director

SUBJECT: New Business Item 8B Website Redesign & Hosting Agreement

The BSD released a Request for Proposals (RFP) for Website Redesign & Hosting services to assist the BSD in building a more appealing and user friendly website for the Birmingham Shopping District's downtown businesses and visitors. The BSD accepted bids in September 2020 and the BSD marketing committee reviewed proposals and conducted interviews of the top candidates in October. The BSD received 35 proposals and the top 4 companies were Mediocre Creative, Miles Partnership, RJM Marketing & Design, and We Care Solutions.

After thorough review, the committee selected Miles Partnership as the number one candidate at a price of \$24,500 per year.

Suggested Action- New Business Item 8B:

To approve the agreement with Miles Partnership for Website Redesign & Hosting services to assist the BSD in building a more appealing and user friendly website for the Birmingham Shopping District's downtown businesses and visitors.

ATTACHMENT A - AGREEMENT

Website Redesign & Hosting

This AGREEMENT, made this 26 day of October, 2020, between Birmingham Shopping District, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "BSD"), and Miles Partnership, having its principal office at 6751 Professional Pkwy W., Suite 200 Sarasota, FL 34240 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the BSD has heretofore advertised for bids for the procurement and performance of services required to redesign and host the BSD's website, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to redesign and host the BSD's website.

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 redesign and host the BSD's website and the Contractor's cost proposal dated August 27, 2020 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The BSD shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$24,500, as set forth in the Contractor's August 27, 2020 cost proposal.
3. 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.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
5. The Contractor and the BSD agree that the Contractor is acting as an independent Contractor with respect to the Contractor'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 Contractor nor its employees shall be construed as employees of the 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 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 entitled or eligible to participate in any benefits or privileges given or extended by the BSD, or be deemed an employee of the BSD or the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the BSD.

6. 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 BSD. 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.

7. 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.

8. 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.

9. 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 BSD. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The 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 BSD of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the BSD with periodic status reports concerning all such claims or suits, at intervals established by the BSD.

11. The Contractor 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 Birmingham Shopping District.

12. The Contractor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: 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, if applicable.

For Sole Proprietorships: Contractor shall complete and furnish to the BSD prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be. If applicable.

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. Motor Vehicle Liability: Contractor 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 and the City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

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

- F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted, if applicable.
- G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors 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.
- H. Cancellation Notice: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- I. Proof of Insurance Coverage: Contractor shall provide the Birmingham Shopping District at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the Birmingham Shopping District, 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.
- J. 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 Birmingham Shopping District at least (10) days prior to the expiration date.
- K. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the Birmingham Shopping District may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the Birmingham Shopping District shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

14. If, after the effective date of this Agreement, any official of the BSD or City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the BSD shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the BSD has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

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

Birmingham Shopping District
Attn: Ingrid Tighe
151 Martin Street
Birmingham, MI 48009
248-530-1250

CONTRACTOR
Miles Partnership
6751 Professional Pkway W., Suite 200
Sarasota, FL 34240
941-342-2316

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

between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

18. FAIR PROCUREMENT OPPORTUNITY: Procurement for the Birmingham 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 Shopping District.

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

WITNESSES:

CONTRACTOR

Miles Partnership

By: _____

Its: _____

Birmingham Shopping District

By: _____

Its: Chairman

Approved:



Ingrid Tighe, Birmingham Shopping District, Executive Director
(Approved as to substance)



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



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



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


Forms

ATTACHMENT B - BIDDER'S AGREEMENT

Website Redesign & Hosting

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

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

David Burgess	8/27/2020
PREPARED BY (Print Name) President & CEO	DATE 8/27/2020
TITLE 	DATE david.burgess@milespartnership.com
AUTHORIZED SIGNATURE Miles Partnership, LLLP	E-MAIL ADDRESS
COMPANY 6751 Professional Pkwy W, Ste 200, Sarasota, FL 34240	 941-342-2316
ADDRESS	PHONE
NAME OF PARENT COMPANY	PHONE
ADDRESS	

8/3/2020 4:24 PM

17

ATTACHMENT C - COST PROPOSAL

Website Redesign & Hosting

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

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

COST PROPOSAL	
ITEM	BID AMOUNT
Materials & Equipment	\$
Labor	\$ 24,500
Miscellaneous (Attach Detailed Description)	\$
TOTAL BID AMOUNT	\$ 24,500
ADDITIONAL BID ITEMS	
	\$
	\$
GRANDTOTAL AMOUNT	\$

UNIT COST BID ITEMS	
	\$ per

Firm Name Miles Partnership, LLLP

Authorized signature  Date 8/27/2020

8/3/2020 4:24 PM

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ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
Website Redesign & Hosting

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

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

David Burgess	8/27/2020
PREPARED BY (Print Name) President & CEO	DATE 8/27/2020
TITLE 	DATE david.burgess@milespartnership.com
AUTHORIZED SIGNATURE Miles Partnership, LLLP	E-MAIL ADDRESS
COMPANY 6751 Professional Pkwy W, Ste 200, Sarasota, FL 34240	PHONE 941-342-2316
ADDRESS	PHONE
NAME OF PARENT COMPANY	PHONE
ADDRESS 02-0761406	
TAXPAYER I.D.#	

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/28/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC/CL 201 Alhambra Circle, Suite 1401 Coral Gables, FL 33134-5108	CONTACT NAME: PHONE (A/C, No, Ext): 305 669-6000 FAX (A/C, No): 305 669-6030 E-MAIL ADDRESS:														
INSURED Miles Partnership LLLP, Miles Partner- ship LLC, Miles Partnership II LLC 6751 Professional Pkwy W Ste 200 Sarasota, FL 34240-8450	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : American Guarantee & Liability Ins Co.</td> <td>26247</td> </tr> <tr> <td>INSURER C : Steadfast Insurance Company</td> <td>26387</td> </tr> <tr> <td>INSURER D : Markel American Insurance Company</td> <td>28932</td> </tr> <tr> <td>INSURER E : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : American Guarantee & Liability Ins Co.	26247	INSURER C : Steadfast Insurance Company	26387	INSURER D : Markel American Insurance Company	28932	INSURER E : Continental Casualty Company	20443	INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPO015627902	04/09/2020	04/09/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CPO015627902	04/09/2020	04/09/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$0			AUC015628002	04/09/2020	04/09/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC342839201	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional			EOC0246189	04/09/2020	04/09/2021	\$5,000,000/Ded.\$25,000
E	Crime			596506703	10/01/2020	10/01/2021	\$1,000,000/Ded.\$10,000
D	D&O/EPL/Fiduciary			MKLM2MML000179	10/18/2020	10/18/2021	\$3,000,000/Ded.\$0-25K

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

*Professional/Technology/Media Errors & Omission Liability coverage is written on a claims-made basis.

Cyber Liability included under Professional Liability.

*D&O Limit \$3,000,000 / EPL Limit \$3,000,000 / Fiduciary Limit \$3,000,000 Deductible \$0-\$25,000

The General Liability policy includes automatic Additional Insured endorsement that provides Additional Insured only when there is a written contract that requires such status, and only with regard to work (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Birmingham Shopping District and
the City of Birmingham
151 Martin St
Birmingham, MI 48009

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

B. M. Cant

DESCRIPTIONS (Continued from Page 1)

performed on behalf of the named insured.

RE: Website Redesign & Hosting.

The General Liability and Automobile policy contains a special endorsement with Primary wording, when required by written contract. 30 ndays notice of cancellation / 10 days for non-payment of premium applies.

Additional Insured Includes: Birmingham Shopping District 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.

General Liability Supplemental Coverage Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
CPO 0156279-02	04/09/2020	04/09/2021		84179000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

A. Broadened Named Insured

1. The following is added to Section II – Who Is An Insured:

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

- Is newly acquired or formed during the policy period;
- Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or
- Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

C. Insured Status – Employees

Paragraph 2.a.(1) of Section II – **Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs (1)(a) and (1)(d) do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs (1)(a), (b) and (c) do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

D. Additional Insureds – Lessees of Premises

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply after the person or organization ceases to lease or rent premises from you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph **D.1.** above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph **D.** shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **E.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Subparagraphs (4) or (6); or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the vendor is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph **E.1.** above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph **E.** shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Additional Insured – Managers, Lessors or Governmental Entity

1. Section **II – Who Is An Insured** is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
- a. Your acts or omissions; or
 - b. The acts or omission of those acting on your behalf; and
- resulting directly from:
- a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;
 - b. Ownership, maintenance, occupancy or use of premises by you; or
 - c. Maintenance, operation or use by you of equipment leased to you by such person or organization.
- However, the insurance afforded to such additional insured:
- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. This provision does not apply:
- a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";
 - b. To any person or organization included as an insured under Paragraph **3.** of Section **II – Who Is An Insured**;
 - c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;
 - d. To any:
 - (1) Owners or other interests from whom land has been leased by you; or
 - (2) Managers or lessors of premises, if:
 - (a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;
 - (b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
 - (c) The premises are excluded under this Coverage Part.
3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:
- The most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the written contract or written agreement referenced in Subparagraph **F.1.** above (of this endorsement); or

- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph **F.** shall not increase the applicable Limits of Insurance shown in the Declarations.

G. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section **III – Limits Of Insurance**.

2. Paragraph **6.** of Section **III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

H. Broadened Contractual Liability

The "insured contract" definition under the **Definitions** Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

I. Definition – Specific Perils

The following definition is added to the **Definitions** Section:

"Specific perils" means:

- a. Fire;
- b. Lightning;
- c. Explosion;

- d. Windstorm or hail;
- e. Smoke;
- f. Aircraft or vehicles;
- g. Vandalism;
- h. Weight of snow, ice or sleet;
- i. Leakage from fire extinguishing equipment, including sprinklers; or
- j. Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam.

J. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion e. of Section I – **Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

(1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for "personal and advertising injury" if:

(a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;

(b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and

(c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph (a) above, provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and

(ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph 2.d. of Section I – **Supplementary Payments – Coverages A and B** is replaced by the following:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

3. The following is added to the paragraph directly following Paragraph 2.f. of Section I – **Supplementary Payments – Coverages A and B**:

Notwithstanding the provisions of Paragraph 2.e.(2) of Section I – **Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

K. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs 1.b. and 1.d. are replaced by the following:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

L. Broadened Property Damage

1. Property Damage to Contents of Premises Rented Short-Term

The paragraph directly following Paragraph (6) in Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section III – Limits Of Insurance.

2. Elevator Property Damage

- a. The following is added to Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

- b. The following is added to Section III – **Limits Of Insurance**:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 per "occurrence".

3. Property Damage to Borrowed Equipment

- a. The following is added to Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability**:

Paragraph (4) of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

- b. The following is added to Section III – **Limits Of Insurance**:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to equipment you borrow from others is \$25,000 per "occurrence".

M. Expected or Intended Injury or Damage

Exclusion a. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

N. Definitions – Bodily Injury

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

O. Insured Status – Amateur Athletic Participants

Section II – **Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

- a. "Bodily injury" to:

- (1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or

- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or
- b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:
 - (1) Your "employee", "volunteer worker" or any person you sponsor; or
 - (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

P. Non-Owned Aircraft, Auto and Watercraft

Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or
- (6) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

Q. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

- 1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

- 2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

- a. Employment agency, contractor or services;
- b. Professional employer organization; or

- c. Temporary help service.

R. Definition – Mobile Equipment

Paragraph **f.** of the "mobile equipment" definition under the **Definitions** Section is replaced by the following:

- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

S. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

- a.** Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b.** Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

- a.** Means:
 - (1) Work, services or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work, services or operations.
- b.** Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

T. Priority Condition

The following paragraph is added to Section **III – Limits Of Insurance**:

In the event a claim is made or "suit" is brought against more than one insured seeking damages because of "bodily injury" or "property damage" caused by the same "occurrence" or "personal and advertising injury" caused by the same offense, we will apply the Limits of Insurance in the following order:

- (a) You;
- (b) Your "executive officers", partners, directors, stockholders, members, managers (if you are a limited liability company) or "employees"; and
- (c) Any other insured in any order that we choose.

U. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph **1.** of Section **II – Who Is An Insured** or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

V. Other Insurance Condition

Paragraphs **4.a.** and **4.b.(1)** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**; or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
 - Equipment you borrow from others; or
 - Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

W. Unintentional Failure to Disclose All Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

X. Waiver of Right of Subrogation

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Y. Liberalization Condition

The following condition is added to Section **IV – Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms and conditions of this policy remain unchanged.

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Birmingham Shopping District

Year: 2020

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	A	P	P	P	P	P	P	P	P					9	1	90%
Samy Eid	P	P	P	A	P	P	P	P	A	P					8	2	80%
Doug Fehan	P	P	P	P	P	P	P	A	A	P					8	2	80%
Geoffrey Hockman	P	P	P	P	P	P	P	P	P	A					9	1	90%
Zachary Kay	P	P	P	P	P	P	P	P	P	P					10	0	100%
Jessica Lundberg	P	A	P	P	P	P	A	P	P	P					8	2	80%
Amy Pohlod	P	P	P	P	P	P	P	P	P	P					10	0	100%
Steve Quintal	A	P	P	P	P	P	P	P	P	P					9	1	90%
Bill Roberts	P	P	P	P	P	P	P	P	P	P					10	0	100%
Judy Solomon	A	P	A	A	A	A	P	A	A	A					2	8	20%
Sam Surnow	A	P	P	P	P	P	P	P	A	P					8	2	80%
Joe Valentine	P	P	P	P	P	P	P	P	P	P					9	0	100%
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Present or Available	9	10	11	10	11	11	11	10	8	10	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
NOVEMBER 2020

DUE TO COVID-19

<u>BSD BOARD</u>	<u>November 5, 2020 at 8:30 a.m. via Zoom meeting</u>
<u>MAINTENANCE/CAPITAL IMPROVEMENTS</u>	<u>November 10, 2020 at 8:30 a.m. via Zoom meeting</u>
<u>SPECIAL EVENTS</u>	<u>November 13, 2020 at 8:30 a.m. via Zoom meeting</u>
<u>MARKETING/ADVERTISING</u>	<u>November 19, 2020 at 8:30 a.m. via Zoom meeting</u>
<u>BUSINESS DEVELOPMENT</u>	<u>November 26, 2020 at 8:30 via Zoom meeting</u>
<u>EXECUTIVE</u>	<u>November 3, 2020 at 3:00 p.m. via Zoom meeting</u>
<u>QUARTERLY COMMITTEE HEAD</u>	<u>TBD</u>

NOTE: Email the Birmingham Shopping District at info@allinbirmingham.com for password and login information.

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).