



*The Shopping District*

**Birmingham Shopping District Agenda  
Thursday, October 1, 2020 8:30 a.m.**

**Join Zoom Meeting**

<https://zoom.us/j/93519095974?pwd=QkhuSE8rTIY4SEEWTDJjTjZobXI3Zz09>

Meeting ID: 935 1909 5974

Passcode: 823042

1. Call to order and Roll Call of Board
2. Recognition of Visitors
3. Approval of Minutes for September 3, 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 Santa Contracts
  - b. Approval of Snow Removal Extension
9. Information
  - a. Announcements
  - b. Letters, Board Attendance & Monthly Meeting Schedule
10. Public Comments
11. Adjournment

**Birmingham Shopping District Mission Statement**

***We strive to provide leadership in marketing, advertising and promotion of the Birmingham Shopping District.***

***We actively work to promote a district that is exciting, clean, safe and pedestrian-friendly and ensure that the district continues to serve as a center for business, service, social and community activities.***

Notice: Persons with disabilities that may require assistance for effective participation in this public meeting should contact the City Clerk's Office at the number (248) 530-1880, or (248) 644-5115 (for the hearing impaired) at least one day before the meeting to request help in mobility, visual, hearing, or other assistance.

*Las personas con incapacidad que requieren algún tipo de ayuda para la participación en esta sesión pública deben ponerse en contacto con la oficina del escribano de la ciudad en el número (248) 530-1800 o al (248) 644-5115 (para las personas con incapacidad auditiva) por lo menos un día antes de la reunión para solicitar ayuda a la movilidad, visual, auditiva, o de otras asistencias. (Title VI of the Civil Rights Act of 1964).*

City of Birmingham  
Birmingham Shopping District Proceeding  
**Thursday, September 3, 2020 - 8:30 a.m.**  
ZOOM Meeting

Minutes of the meeting of the Birmingham Shopping District Board held Thursday, September 3, 2020, at 8:32 a.m. via ZOOM Meetings

**1. CALL TO ORDER AND ROLL CALL OF BOARD**

**PRESENT:** Astrein, Hockman, Kay, Lundberg, Pohlod, Quintal, Roberts, Valentine

**ABSENT:** Eid, Fehan, Solomon, Surnow

**ALSO PRESENT:** Marianne Gamboa

**ADMINISTRATION:** Tighe, Brook, Comerford

**2. RECOGNITION OF VISITORS**

Tighe recognized Melinda Comerford for 20 years of service to the BSD plus another 7 years working as a 1099 employee. Tighe compared Comerford to the mortar that holds all of the bricks of the BSD together. She keeps the BSD humming behind the scenes. She works with property owners and farmers market vendors, creates invoices, reports, and board packets. Tighe said that it is truly a pleasure to have Comerford on our team.

Hockman added that, on behalf of the board, he would also like to thank Comerford for her dedication and commitment and let her know that she is appreciated. Comerford thanked everyone for the kind words and said that it has been her pleasure to be a part of the city and the BSD over the years. Tighe shared that Comerford will be receiving a commemorative plaque.

**3. APPROVAL OF MINUTES**

**MOTION:** Motion by Astrein, seconded by Roberts to approve the minutes dated July 30, 2020.

**VOTE:** Yeas, 8   Nays, 0   Absent, 4

**4. BOARD MEMBER COMMENTS**

Valentine shared that the Maple Rd. project continues to make progress. Working on the right of ways has been taking time. They are working on electrical and irrigation systems as well as the concrete between the sidewalk and the street. The Southfield Road intersection is also progressing nicely.

Valentine added that there will be a Master Plan meeting on the 9<sup>th</sup> at 7:30 p.m. He also shared that the free parking in the structures was extended through the end of December. There is a one-time charge for monthly permit parkers, this is so spots are only held for those who want to keep them.

Efforts are ongoing to help restaurants with expanded outdoor dining. Commission approved the outdoor space through March. Now, the liquor control board needs to approve it as well.

Lundberg thanked Valentine for the extended free parking. She said that it was very well received by her staff.

## **5. REPORTS**

### **a. FINANCE REPORT – TIGHE**

Tighe reported that we have completed the first month of the new fiscal year. The fund balance at the end of the 2019-2020 fiscal year was \$850,126. The finance department is working to reconcile which invoices are a part of the last fiscal year and which are from the year that has just started.

We are just starting to get into line items. Events have been quiet. There have not been any large expenses. We have a healthy fund balance and there is nothing significant to report.

### **b. EXECUTIVE DIRECTOR REPORT - TIGHE**

Tighe shared that we are now almost six months into the pandemic. Back in April, the BSD board made plans to move forward with emergency initiatives to help with the COVID-19 pandemic and we have achieved everything we committed to doing.

Thanks to the city, patio dining has been very successful for restaurants. DPS has been handling reservations for outdoor fitness classes. We were not able to hold a Night on the Town event or the Cruise. The board reallocated \$100,000 to help and we have spent \$80,000 thus far.

Valentine suggested that we should be looking at a longer plan. There could be some shortfalls in collecting special assessments and the vaccine still seems to be far off. He said that we need to be flexible but have a general vision because this is going to be longer term.

Hockman agreed and said that we will work on that. This is a good snapshot and he looks forward to hearing from the committees.

Tighe added that when property owners do not pay their assessments it is handed over to Oakland County. We will receive the money but it takes some time. Valentine said that the dollars are not the only concern, but what services will we have if businesses close and how will we address the issues.

Astrein asked what the collection rate was. Tighe responded that it was around 96%. Valentine reiterated that he thinks we need to have a guideline strategy. Hockman said that we would work on it.

### **c. COMMITTEE REPORTS:**

#### **SPECIAL EVENTS - ASTREIN**

Astrein reported that there was a discussion at the last special events committee meeting about opening the farmers market back up to a walkable format. Concerns about the current COVID situation were discussed. There were also comments about the drive-through format working well, considering the circumstances. Kathy Fusilier, one of the founding farmers proposed reopening to foot traffic. The challenge is that the city has deemed the market a special event, not an essential service.

At the committee meeting, Fire Chief Wells added that he had concerns that reopening to walkers could possibly cause an increase in COVID numbers. Astrein explained that we had to cancel other events in the city this year. He feels that it is important that we stay consistent. The committee voted on whether they should re-open the market to foot traffic. The result was 3-3.

Hockman asked Tighe to capture that information in a staff memo to present to the city manager and commission. Pohlod added that we need to keep looking at it so that we can plan for next year and how the market will open.

Astrein shared that the committee also discussed Santa House and how to host safe Santa visits. The current plan is to not allow visitors in Santa House, but instead have visits take place in front of Santa House. There is also discussion of a virtual tree lighting. The Winter Markt decision should be made in the next 30-days. Carriage rides seem unlikely this year.

Astrein added that he would like to give special recognition to Brook. She has had to deal with difficult customers at the farmers market and she has done it very well.

## **MARKETING & ADVERTISING - POHLOD**

Pohlod updated the board that there will be a video coming out in the next few weeks that will highlight fall fashion. There will be follow-up videos for the holidays which will be more of a gift giving guide. The series of videos will be released over the fall and winter.

The website RFP drew in 35 submissions. The committee is very excited to see what will come out of that as the businesses need a strong presence – especially now. She added that the committee is open to new ideas. If anyone has any suggestions, they should let her know.

## **MAINTENANCE/CAPITAL IMPROVEMENTS - QUINTAL**

Quintal reported that they would like to change the look of the planters next year as they have too much green. The hanging baskets seem to be making a comeback and look okay now.

Since there are still funds available, the committee decided to keep the full snow removal contract and power washing.

Quintal also mentioned that it seems like the city has been dirty – masks and other trash on the ground. Pohlod agreed that there was an excessive amount of trash after the cruise weekend. Valentine commented that there are more trashcans out now and hopefully that will help.

Quintal reiterated that the committee is very glad to be keeping the full snow removal contract. Valentine suggested that they might want to enhance the contract this year as he sees people not wanting to shop in malls. Therefore, it is important to make sure we are an attractive alternative. Astrein agreed that there are now more obstacles in the way and the patios are remaining open. Quintal pointed out that much of the sidewalk is now much wider than it has been. Therefore, they may want to look at them doing two passes (instead of just one).

Astrein inquired about the spray paint lines on the sidewalks on Old Woodward and if they come off. Valentine explained that the paint is designed to wear off, but it will take a while.

Pohlod pointed out that some stores are currently not open as many days as they typically have been and this could impact when they clear the sidewalk in front of their stores. Quintal said that he would talk to the contractor about adding an extra pass.

## **BUSINESS DEVELOPMENT - TIGHE**

Tighe shared that the committee is continuing to work on retention and attraction. A speaker presented at the last merchant meeting and another merchant meeting will be held soon. We are also looking into holding a virtual real estate/property owner roundtable meeting in October.

We are continuing to work on relationships with property owners. More calls and Zoom meetings are being done than in person. These calls have helped with making connections to resources like the various grants that have been available through the federal, state and local government. Businesses have been very appreciative of the PPE kits.

The committee has also helped retailers and restaurants connect to smaller lending institutions. Quarantine Cash was valuable as was the marketing video.

Attraction efforts have found that about 30 prospects on our list have encountered financial difficulties, but we do have another 170 retailers on our list. We continue to look for good retailers that are also financially strong. Many retailers are sitting on the sidelines right now. Somerset retailers have also been added to the prospect list as malls are seeing dramatic changes.

Tighe reported that Johnny Was would open on September 12. Astrein commented that malls do not allow the flexibility in hours/days and that could be an advantage to us.

Valentine asked if, in regards to the report, it made sense to better integrate the list of retailers and their information into a report so we can see the big picture. Tighe responded that she could refine the report more.

## **EXECUTIVE BOARD REPORT**

No report given.

### **d. PARKING REPORT - ASTREIN**

Astrein shared that they are pleased to have free parking in the structures through the end of December. At the next meeting, they will be discussing and approving smart meters.

### **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 Astrein, seconded by Pohlod to approve the vouchers, as submitted, dated September 3, 2020.

**VOTE:** Yeas, 8 Nays, 0 Absent, 4

## **7. UNFINISHED BUSINESS**

**8. NEW BUSINESS**

**9. INFORMATION**

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

**10. PUBLIC COMMENTS**

**11. ADJOURNMENT – 9:27 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	750,146.60
247-000.000-028.0000	MISCELLANEOUS	1,863.72
247-000.000-028.9999	ALLOW FOR DOUBTFUL ACCTS.	(1,653.72)
247-000.000-048.0885	PSD 2019-2020 DELQ SAD	53,584.13
<b>Total Assets</b>		<b>804,190.73</b>
*** Liabilities ***		
247-000.000-202.0000	ACCOUNTS PAYABLE	30,358.11
247-000.000-255.0001	GIFT CERTIFICATES	525.00
247-000.000-367.0300	DEFER. INFLOWS - MISCELLANEOUS INV	210.00
247-000.000-367.0800	DEFER. INFLOWS - DELQ SPECIAL ASSE	53,584.13
<b>Total Liabilities</b>		<b>84,677.24</b>
*** Fund Balance ***		
247-000.000-391.0000	RETAINED EARNINGS	680,198.80
<b>Total Fund Balance</b>		<b>680,198.80</b>
<b>Beginning Fund Balance - 19-20</b>		<b>680,198.80</b>
<b>Net of Revenues VS Expenditures - 19-20</b>		<b>206,290.05</b>
<b>*19-20 End FB/20-21 Beg FB</b>		<b>886,488.85</b>
<b>Net of Revenues VS Expenditures - Current Year</b>		<b>(166,975.36)</b>
<b>Ending Fund Balance</b>		<b>719,513.49</b>
<b>Total Liabilities And Fund Balance</b>		<b>804,190.73</b>

\* Year Not Closed

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 08/31/2020

GL NUMBER	DESCRIPTION	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	ACTIVITY FOR MONTH 08/31/20	YTD BALANCE 08/31/2020	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)	(27,720.00)	0.00	0.00	0.00	(27,720.00)	0.00
USE OF FUND BALANCE								
		(27,720.00)	(27,720.00)	0.00	0.00	0.00	(27,720.00)	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	0.00	0.00	13,700.00	0.00
INTEREST AND RENT								
		13,700.00	13,700.00	0.00	0.00	0.00	13,700.00	0.00
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	(36,154.93)	(36,154.93)	0.00	60,194.93	(150.39)
SPECIAL ASSESSMENTS								
		1,054,970.00	1,054,970.00	(36,154.93)	(36,154.93)	0.00	1,091,124.93	(3.43)
OTHER REVENUE								
247-000.000-676.0001	CONTR FROM PRIVATE SOURCE	190,000.00	190,000.00	(450.00)	420.00	0.00	189,580.00	0.22
OTHER REVENUE								
		190,000.00	190,000.00	(450.00)	420.00	0.00	189,580.00	0.22
Total Dept 000.000								
		1,255,950.00	1,255,950.00	(36,604.93)	(35,734.93)	0.00	1,291,684.93	(2.85)
TOTAL REVENUES								
		1,255,950.00	1,255,950.00	(36,604.93)	(35,734.93)	0.00	1,291,684.93	(2.85)
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	4,892.29	10,275.45	0.00	45,234.55	18.51
247-441.005-702.0002	OVERTIME PAY	26,450.00	26,450.00	2,701.05	6,681.43	0.00	19,768.57	25.26
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	568.26	1,268.60	0.00	5,291.40	19.34
247-441.005-706.0002	HOSPITALIZATION	10,460.00	10,460.00	854.94	1,810.02	0.00	8,649.98	17.30



REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 08/31/2020

GL NUMBER	DESCRIPTION	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	ACTIVITY FOR MONTH 08/31/20	YTD BALANCE 08/31/2020	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	22.70	47.30	0.00	152.70	23.65
247-441.005-706.0004	RETIRE CONTRIB HEALTH	12,610.00	12,610.00	95.04	1,108.24	0.00	11,501.76	8.79
247-441.005-706.0005	DENTAL/OPTICAL	630.00	630.00	44.10	91.23	0.00	538.77	14.48
247-441.005-706.0006	LT/ST DISABILITY	640.00	640.00	50.84	114.96	0.00	525.04	17.96
247-441.005-706.0007	WORKER'S COMPENSATION	1,580.00	1,580.00	180.11	372.29	0.00	1,207.71	23.56
247-441.005-706.0010	RETIREMENT EMPLOYER CNTB	7,270.00	7,270.00	0.00	576.82	0.00	6,693.18	7.93
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	420.77	858.99	0.00	1,351.01	38.87
247-441.005-706.0013	RET HLTH SVGS CONTR EMPLR	1,010.00	1,010.00	143.56	307.32	0.00	702.68	30.43
PERSONNEL SERVICES		125,570.00	125,570.00	9,973.66	23,512.65	0.00	102,057.35	18.72
OTHER CHARGES								
247-441.005-941.0000	EQUIPMENT RENTAL OR LEASE	43,000.00	43,000.00	3,813.60	10,933.13	0.00	32,066.87	25.43
OTHER CHARGES		43,000.00	43,000.00	3,813.60	10,933.13	0.00	32,066.87	25.43
Total Dept 441.005 - DOWNTOWN MAINTENANCE								
		168,570.00	168,570.00	13,787.26	34,445.78	0.00	134,124.22	20.43
Dept 748.000 - PRINCIPAL SHOPPING DISTRICT								
PERSONNEL SERVICES								
247-748.000-702.0001	SALARIES & WAGES DIRECT	234,900.00	234,900.00	15,715.10	30,667.10	0.00	204,232.90	13.06
247-748.000-706.0001	FICA	17,970.00	17,970.00	1,141.28	2,230.30	0.00	15,739.70	12.41
247-748.000-706.0002	HOSPITALIZATION	37,340.00	37,340.00	2,871.82	5,456.46	0.00	31,883.54	14.61
247-748.000-706.0003	LIFE INSURANCE	950.00	950.00	72.34	137.44	0.00	812.56	14.47
247-748.000-706.0004	RETIRE CONTRIB HEALTH	5,620.00	5,620.00	0.00	467.67	0.00	5,152.33	8.32
247-748.000-706.0005	DENTAL/OPTICAL	1,640.00	1,640.00	122.26	232.30	0.00	1,407.70	14.16
247-748.000-706.0006	LT/ST DISABILITY	990.00	990.00	73.36	139.38	0.00	850.62	14.08
247-748.000-706.0007	WORKER'S COMPENSATION	740.00	740.00	79.73	154.04	0.00	585.96	20.82
247-748.000-706.0010	RETIREMENT EMPLOYER CNTB	4,830.00	4,830.00	0.00	402.25	0.00	4,427.75	8.33
247-748.000-706.0012	RETIREMNT-DEF CONTR EMPLR	10,370.00	10,370.00	774.26	1,471.10	0.00	8,898.90	14.19
247-748.000-706.0013	RET HLTH SVGS CONTR EMPLR	1,820.00	1,820.00	140.00	266.00	0.00	1,554.00	14.62
PERSONNEL SERVICES		317,170.00	317,170.00	20,990.15	41,624.04	0.00	275,545.96	13.12
OTHER CHARGES								
247-748.000-801.0200	LEGAL SERVICES	3,000.00	3,000.00	610.72	610.72	0.00	2,389.28	20.36
247-748.000-802.0100	AUDIT	760.00	760.00	0.00	0.00	0.00	760.00	0.00
247-748.000-828.0300	PARKING VALET SERVICES	15,000.00	15,000.00	2,000.00	2,000.00	75,000.00	(62,000.00)	513.33
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	103.06	103.06	0.00	1,646.94	5.89
247-748.000-901.0400	MARKETING & ADVERTISING	150,000.00	150,000.00	17,724.25	28,404.68	0.00	121,595.32	18.94
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	6,910.83	6,263.06	0.00	93,736.94	6.26
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	1,446.38	6,426.23	0.00	193,573.77	3.21
247-748.000-933.0200	EQUIPMENT MAINTENANCE	1,200.00	1,200.00	217.49	217.49	0.00	982.51	18.12
247-748.000-935.0200	MAINTENANCE SHOPPING DIST	70,000.00	70,000.00	638.40	638.40	0.00	69,361.60	0.91
247-748.000-942.0000	COMPUTER EQUIPMENT RENTAL	20,930.00	20,930.00	1,744.17	3,488.34	0.00	17,441.66	16.67
247-748.000-944.0000	BUILDING OR FACILITY RENT	12,000.00	12,000.00	1,000.00	2,000.00	0.00	10,000.00	16.67
247-748.000-955.0100	TRAINING	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00
247-748.000-955.0300	MEMBERSHIP & DUES	1,600.00	1,600.00	575.00	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	750.00	0.00	3,750.00	16.67

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 08/31/2020

GL NUMBER	DESCRIPTION	2020-21	2020-21	ACTIVITY FOR	YTD BALANCE	ENCUMBERED	UNENCUMBERED	% BDGT
		ORIGINAL	2020-21	MONTH	08/31/2020	YEAR-TO-DATE	BALANCE	USED
		BUDGET	AMENDED BUDGET	08/31/20				
<hr/>								
Fund 247 - PRINCIPAL SHOPPING DISTRICT								
Expenditures								
OTHER CHARGES		719,240.00	719,240.00	33,345.30	51,476.98	75,000.00	592,763.02	17.58
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	374.31	3,123.25	0.00	376.75	89.24
SUPPLIES		6,500.00	6,500.00	374.31	3,123.25	0.00	3,376.75	48.05
<hr/>								
Total Dept 748.000 - PRINCIPAL SHOPPING DISTRICT		1,042,910.00	1,042,910.00	54,709.76	96,224.27	75,000.00	871,685.73	16.42
<hr/>								
TOTAL EXPENDITURES		1,255,950.00	1,255,950.00	68,497.02	131,240.43	75,000.00	1,049,709.57	16.42
<hr/>								
Fund 247 - PRINCIPAL SHOPPING DISTRICT:								
TOTAL REVENUES		1,255,950.00	1,255,950.00	(36,604.93)	(35,734.93)	0.00	1,291,684.93	2.85
TOTAL EXPENDITURES		1,255,950.00	1,255,950.00	68,497.02	131,240.43	75,000.00	1,049,709.57	16.42
NET OF REVENUES & EXPENDITURES		0.00	0.00	(105,101.95)	(166,975.36)	(75,000.00)	241,975.36	100.00

PRINCIPAL SHOPPING DISTRICT  
CASH FLOW  
FOR THE MONTH OF AUGUST 2020

	<u>DESCRIPTION</u>	<u>PROJECTED</u>	<u>ACTUAL</u>	<u>VARIANCE</u>
	BEGINNING CASH BALANCE	\$ 816,900	\$ 823,121	\$ 6,221
	CASH RECEIPTS:			
	Special Assessments	9,620	-	(9,620)
	Interest Income	1,130	-	(1,130)
	Advisory Parking Committee	-	-	-
	Special Event Revenue	<u>60,950</u>	<u>156</u>	<u>(60,794)</u>
	Sub-total cash receipts	71,700	156	(71,544)
	CASH DISBURSEMENTS:			
	OFFICE DISBURSEMENTS			
	PSD Personnel Costs	24,400	21,860	2,540
727.0000	Postage	-	-	-
729.0000	Supplies	280	2,784	(2,504)
801.0200	Legal	250	177	73
802.0100	Audit	-	-	-
811.0000	Other Contractual Service	-	-	-
933.0200	Equipment Maintenance	-	-	-
851.0000	Telephone	150	103	47
955.0100	Training	80	-	80
955.0300	Memberships & Dues	80	375	(295)
955.0400	Conferences & Workshops	1,250	-	1,250
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	29,605	28,418	1,187
	PROGRAM DISBURSEMENTS			
	DPS Downtown Maintenance	22,500	15,187	7,313
	Promotion Personnel Costs	3,710	-	3,710
	Gift Certificates Out	-	25	(25)
828.0300	Valet Services	-	-	-
829.0100	Snow Removal	-	-	-
935.0200	Maintenance PSD	23,000	638	22,362
901.0400	Marketing & Advertising	20,000	17,491	2,509
901.0500	Public Relations	1,000	-	1,000
903.0000	Tenant Recruitment	8,330	7,443	887
909.0000	Special Events	14,000	3,928	10,072
904.0000	PSD Magazine	-	-	-
829.0200	Web Site Maintenance	<u>-</u>	<u>-</u>	<u>-</u>
	Sub-total Program Disbursements	<u>92,540</u>	<u>44,712</u>	<u>47,828</u>
	Total Disbursements	122,145	73,130	49,015
	INCREASE (DECREASE) IN CASH BALANCE	<u>(50,445)</u>	<u>(72,974)</u>	<u>(22,529)</u>
	ENDING CASH BALANCE	<u>\$ 766,455</u>	<u>\$ 750,147</u>	<u>\$ (16,308)</u>

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

PRINCIPAL SHOPPING DISTRICT  
ACTUAL CASH FLOW  
FOR THE TWO MONTHS ENDED AUGUST 2019

DESCRIPTION	PROJECTED	ACTUAL	VARIANCE
BEGINNING CASH BALANCE	\$ 910,865	\$ 910,865	\$ -
CASH RECEIPTS:			
Special Assessments	10,220	-	(10,220)
Interest Income	2,370	-	(2,370)
Advisory Parking Committee	-	-	-
Special Event Revenue	<u>68,400</u>	<u>1,026</u>	<u>(67,374)</u>
Sub-total cash receipts	80,990	1,026	(79,964)
CASH DISBURSEMENTS:			
OFFICE DISBURSEMENTS			
PSD Personnel Costs	61,000	55,205	5,795
727.0000 Postage	-	-	-
729.0000 Supplies	670	2,784	(2,114)
801.0200 Legal	500	177	323
802.0100 Audit	-	-	-
811.0000 Other Contractual Service	-	1,440	(1,440)
933.0200 Equipment Maintenance	-	-	-
851.0000 Telephone	290	205	85
955.0100 Training	160	-	160
955.0300 Memberships & Dues	80	375	(295)
955.0400 Conferences & Workshops	1,250	-	1,250
942.0000 Computer Equipment Rental	3,480	3,488	(8)
957.0400 Liability Insurance	750	750	-
944.0000 Building Rent	<u>2,000</u>	<u>2,000</u>	<u>-</u>
Sub-total Office Disbursements	70,180	66,424	3,756
PROGRAM DISBURSEMENTS			
DPS Downtown Maintenance	28,610	42,145	(13,535)
Promotion Personnel Costs	7,420	1,950	5,470
Gift Certificates Out	-	25	(25)
828.0300 Valet Services	-	-	-
829.0100 Snow Removal	-	-	-
935.0200 Maintenance PSD	23,200	4,341	18,859
901.0400 Marketing & Advertising	37,000	28,269	8,731
901.0500 Public Relations	1,000	-	1,000
903.0000 Tenant Recruitment	16,660	6,915	9,745
909.0000 Special Events	41,000	11,615	29,385
904.0000 PSD Magazine	-	-	-
829.0200 Web Site Maintenance	<u>350</u>	<u>60</u>	<u>290</u>
Sub-total Program Disbursements	<u>155,240</u>	<u>95,320</u>	<u>59,920</u>
Total Disbursements	225,420	161,744	63,676
INCREASE (DECREASE) IN CASH BALANCE	<u>(144,430)</u>	<u>(160,718)</u>	<u>(16,288)</u>
ENDING CASH BALANCE	<u>\$ 766,435</u>	<u>\$ 750,147</u>	<u>\$ (16,288)</u>

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	910,865	823,121	750,147	675,522	579,607	528,608	421,759	773,690	1,216,491	1,163,492	1,102,127	1,009,702	910,865
CASH RECEIPTS:													
2019 Assessment	-	-	3,610	-	-	1,000	1,000	1,000	-	-	7,210	-	13,820
2020 Assessment	-	-	-	-	-	51,550	463,920	505,160	10,300	-	-	-	1,030,930
Special Assessments	-	-	3,610	-	-	52,550	464,920	506,160	10,300	-	7,210	-	1,044,750
Interest Income	-	-	1,060	960	820	750	600	1,050	1,640	1,570	1,490	1,370	11,310
Advisory Parking Committee	-	-	-	-	25,000	-	-	-	-	-	-	-	25,000
Special Event Revenue	870	156	42,400	17,270	23,260	5,610	3,380	2,130	10,280	12,000	4,120	1,150	122,626
Sub-total cash receipts	870	156	47,070	18,230	49,080	58,910	468,900	509,340	22,220	13,570	12,820	2,520	1,203,686
CASH DISBURSEMENTS:													
OFFICE DISBURSEMENTS													
PSD Personnel Costs	33,345	21,860	24,400	24,400	24,400	24,400	36,600	24,400	24,400	24,400	24,400	24,370	311,375
727.00 Postage	-	-	400	400	400	400	-	-	-	400	400	600	3,000
729.00 Supplies	-	2,784	310	280	280	280	280	280	280	280	280	280	5,614
801.02 Legal	-	177	250	250	250	250	250	250	250	250	250	250	2,677
802.01 Audit	-	-	330	330	-	100	-	-	-	-	-	-	760
811.00 Other Contractual Service	1,440	-	-	-	-	-	-	-	-	-	-	-	1,440
933.02 Equipment Maintenance	-	-	300	-	-	300	-	-	300	-	-	300	1,200
851.00 Telephone	102	103	140	150	140	150	140	150	140	150	150	150	1,665
955.01 Training	-	-	90	80	80	90	80	80	90	80	80	90	840
955.03 Memberships & Dues	-	375	320	-	400	-	130	30	-	270	370	-	1,895
955.04 Conferences & Workshops	-	-	-	-	-	300	700	250	-	-	400	100	1,750
942.00 Computer Equipment Rental	1,744	1,744	1,740	1,740	1,740	1,740	1,740	1,750	1,750	1,750	1,750	1,750	20,938
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	29,655	29,005	29,065	29,385	41,295	28,565	28,585	28,955	29,455	29,265	369,654
PROGRAM DISBURSEMENTS													
DPS Downtown Maintenance	26,958	15,187	23,600	6,110	22,500	22,500	18,200	6,110	6,110	6,110	6,110	22,610	182,105
Promotion Personnel Costs	1,950	-	3,710	3,700	3,700	3,710	3,710	3,700	3,710	3,710	3,700	3,700	39,000
Gift Certificates Out	-	25	-	-	-	-	-	-	-	-	-	-	-
828.03 Valet Services	-	-	-	-	-	7,500	7,500	-	-	-	-	-	15,000
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	1,400	5,000	-	1,400	8,000	-	8,000	7,000	8,000	8,000	51,141
901.04 Marketing & Advertising	10,778	17,491	20,000	7,000	10,000	20,000	9,000	9,000	9,000	10,000	10,000	9,000	141,269
901.05 Public Relations	-	-	1,000	1,000	1,000	1,000	1,000	1,000	-	1,000	1,000	1,000	9,000
903.00 Tenant Recruitment	(528)	7,443	8,330	8,330	8,330	8,330	8,330	8,330	8,330	8,330	8,330	8,370	90,255
909.00 Special Events	7,687	3,928	4,000	24,000	14,000	62,000	10,000	-	-	-	37,000	8,000	170,615
904.00 PSD Magazine	-	-	30,000	30,000	-	-	-	-	-	-	-	-	60,000
829.02 Web Site Maintenance	60	-	-	-	1,650	100	100	-	1,650	-	1,650	-	5,210
Sub-total Program Disbursements	50,608	44,712	92,040	85,140	71,014	136,374	75,674	37,974	46,634	45,980	75,790	60,680	822,595
Total Disbursements	88,614	73,130	121,695	114,145	100,079	165,759	116,969	66,539	75,219	74,935	105,245	89,945	1,192,249
INCREASE (DECREASE) IN CASH BALANCE	(87,744)	(72,974)	(74,625)	(95,915)	(50,999)	(106,849)	351,931	442,801	(52,999)	(61,365)	(92,425)	(87,425)	11,437
ENDING CASH BALANCE	823,121	750,147	675,522	579,607	528,608	421,759	773,690	1,216,491	1,163,492	1,102,127	1,009,702	922,277	922,302



*The Shopping District*

## **Special Events Committee**

**September 11, 2020 – ZOOM Meeting**

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

**Staff: Tighe, Brook**

### **1. Welcome and Introductions**

PRESENT: Astrein, Fehan, Hussey, Kay, Pohlod

ABSENT: McLeod, Knight, Solomon

ADMINISTRATION: Tighe, Brook

GUESTS: Kate Milz, Gazelle Sports

### **2. Holiday Activities**

#### **a. Small Business Saturday – November 28th**

- i. We will offer Birmingham Bucks for those who shop on Small Business Saturday. Shoppers can earn \$25 for every \$100 spent. Individuals can earn a maximum of \$100.
- ii. We are looking into setting up an activity/give-away at the corner of Maple & Old Woodward
- iii. Santa visits will start on Small Business Saturday.

#### **b. Socially distanced Santa visits will be held by appointment, in Shain Park in front of Santa House.**

#### **c. Carriage Rides – canceled for this year**

#### **d. Tree Lighting – the city is looking into the possibility of a virtual lighting. The BSD will look into whether or not we can record the lighting of the tree to air at a later time. In light of the pandemic and state executive orders, the committee is sensitive to the fact that we cannot promote when the tree will be lit to avoid having crowds show up downtown.**

#### **e. Winter Markt – The committee will evaluate state executive orders pertaining to events and make a decision at the October committee meeting if the BSD will be able to host this year's Winter Markt.**

### **3. The Great Decorate**

#### **a. Beth Hussey presented an idea called "The Great Decorate." Stores 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.**

#### **c. Money raised will be divided and distributed to select teens who are aging out of the foster care system in Michigan.**

#### **d. Pending approval from the executive committee, the events committee voted on implementing this new idea and all were in favor.**

4. 2021 Event Calendar – The committee approved the proposed 2021 event calendar.

**NEXT MEETING: Friday, October 9 at 8:30 a.m.**

**2020-21 Budget: \$190,000**

**Remaining balance after September vouchers: \$182,348**



*The Shopping District*

## **Marketing & Advertising Committee Meeting**

**September 17, 2020**

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

**Staff:** Tighe, Brook

### **1. Welcome and Introductions**

PRESENT: Champagne, Eid, Kay, Lundberg, Pohlod

ABSENT: Benkert, Darakjian, Knight

ADMINISTRATION: Brook, Tighe

VISITORS: Renaissance Media Team

### **2. Promotional Videos**

The committee discussed that the fall fashion video is nearing completion. It will start airing in the next few weeks. The committee also talked with a representative from Renaissance Media about the holiday video and magazine insert. They would like to see gift giving ideas featured. This would include jewelry and items from stores that have not been featured in other campaigns like table settings, bedding and possibly gift-wrap from Paper Source. For the magazine insert there will be an opening message that will share some of the benefits to shopping downtown right now like free parking in the structures, curbside pick-up, etc.

### **3. Website RFP**

Thirty-six companies submitted proposals to re-design the BSD website. Tighe narrowed that group down to her top six. The committee looked at sample sites from those six and selected four bidders that they would like to interview. The companies being invited to interview are Miles, Mediocre, RJM and We Care.

**NEXT MEETING: Thursday, October 15 at 8:30 a.m.**

**Marketing 2020-21 Budget: \$115,000**

**Remaining balance after September vouchers: \$82,991**

**Magazine 2020-21 Budget: \$60,000**

**Remaining balance after September vouchers: \$53,000**





*The Shopping District*

## **Maintenance/Capital Improvement Committee**

**No meeting held in September**

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

**Staff:** Tighe, Wood, Laird, McGaughey, Jurek

### **1. Holiday planters:**

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

### **2. Holiday lighting:**

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

### **3. Snow removal contract:**

- a. The committee is recommending extending its snow removal contract this year as allowed per the existing contract. The extension contract is included under New Business for review.

### **4. Merrill Street Lighting:**

- a. The Merrillwood Building completed a new façade this past year that may obstruct and hinder the BSD from stringing lights across Merrill St. this year. The committee is working with a contractor to evaluate whether or not stringing the lights between the two buildings is feasible.

**NEXT MEETING: October 13, 2020**

**2020-21 Budget: \$60,000**

**Remaining balance September vouchers: \$58,722**

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

**Remaining balance after September vouchers: \$60,000**



## **Business Development Committee**

**September 24, 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

i. The group discussed hosting a virtual conference in October for real estate professionals and property owners. The agenda will include CoStar to present an overview of the national and local market, a presentation on new development, etc.

ii. The Committee is also planning a merchant meeting to be held in mid-October.

### **3. Attraction**

a. CC consulting provided an update on our prospective retailer list.

b. The committee discussed how it can continue to refine its strategy during COVID-19.

**NEXT MEETING: Thursday, October 22, 2020 at 8:30 a.m.**

**2020-21 Budget: \$190,000**

**Remaining balance after September vouchers: \$178,216**

	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	Books	Serious Prospect			Looking at Boji's space will tour by year's end. Company went private
4	Womens apparel	Serious Prospect			Looking at Pogo space
5	Men & women apparel	Serious Prospect			Looking at several locations
6	Men & women apparel	Serious Prospect			Looking at several locations
7	Jewelry	Serious Prospect			Looking at several locations
8	Chocolate	Serious Prospect			Looking at several locations
9	Home	Serious Prospect			Looking at Boji property, decision will be made in fall
10	Mens apparel	Serious Prospect			Looking at Pogo space
11	Men & women apparel	Serious Prospect			Looking at Panera space and others
12	Furniture	Serious Prospect			Looking at several locations
13	Shoes	On Hold, but interested			Last connected 9/22
14	Womens & Girls Apparel	On Hold, but interested			Last connected 8/2
15	Convenience	On Hold, but interested			Last connected 9/9
16	Computer	On Hold, but interested			Last connected 8/25
17	Luggage	On Hold, but interested			Last connected 7/23
18	Electronics	On Hold, but interested			Let go real estate manager Last connected 9/18
19	Furniture	On Hold, but interested			Last connected 9/8
20	Men's apparel	On Hold, but interested			Last connected 9/15
21	Shared workspace	On Hold, but interested			Talking to Sam's team
22	Womens apparel	On Hold, but interested			Last connected 9/9
23	Shoes	On Hold, but interested			Last connected 9/18
24	Womens apparel	On Hold, but interested			Last connected 8/24
25	Men's apparel	On Hold, but interested			Last connected 8/24
26	Womens sports apparel	On Hold, but interested			Last connected 9/8
27	Mens & Womens apparel	On Hold, but interested			Last connected 8/27
28	Home goods	On Hold, but interested			Last connected 8/13
29	Shoes	On Hold, but interested			Last connected 9/16
30	Men's apparel	On Hold, but interested			Last connected 9/16
31	Mens & Womens apparel	On Hold, but interested			Last connected 8/28
32	Womens apparel	On Hold, but interested	Real estate mgr gone		Real estate mgr gone Last connected 9/11
33	Perfume	On Hold, but interested			Last connected 9/8
34	Eyewear	On Hold, but interested	Real estate rep on maternity		Last connected 9/18
35	Womens apparel	On Hold, but interested			Last connected 9/9
36	Mens & Womens apparel	On Hold, but interested			Last connected 8/24
37	Mens & Womens apparel	On Hold, but interested			Last connected 9/9
38	Exercise	On Hold, but interested			Last connected 9/17
39	Home	On Hold, but interested			Real estate rep gone Last connected 9/14
40	Womens and Men apparel	On Hold, but interested			Last connected 8/24
41	Furniture	On Hold, but interested			Last connected 9/3
43	Womens apparel	On Hold, but interested	New Broker		Last connected 9/23
44	Shoes	On Hold, but interested			Last connected 9/22
45	Men's apparel	On Hold, but interested			Last connected 9/22

	Code Name	Status	SF	Timing	Notes
46	Crystal	On Hold, but interested			Last connected 9/17
47	Womens apparel	On Hold, but interested			Last connected 9/9
48	Mens & Womens apparel	On Hold, but interested			Last connected 8/26
49	Mens & Womens apparel	On Hold, but interested			Last connected 8/24
50	Toys	On Hold, but interested			No holiday stores due to Covid Last connected 9/18
51	Womens apparel	On Hold, but interested			Last connected 9/18
52	Men's apparel	On Hold, but interested			Last connected 8/28
53	Mens and Womens Apparel	On Hold, but interested			Last connected 9/23
54	Mens and Womens Apparel	On Hold, but interested			Last connected 9/11
55	Women's apparel 12	Initial Contact			In touch with broker said not sure of MI
56	Cosmetics	Initial Contact			New Contact
57	Women's apparel and accessories	Initial contact			Initial contact
58	Home	Initial contact			New Contact
59	Luxury fashion 5	Initial contact			Initial contact not responsive
60	Furniture	Initial contact			New Contact
61	Mens and Womens Apparel	Initial contact			New Contact
62	Online	Initial Contact			New Contact
63	Womens apparel	Initial Contact			New Contact
64	Womens' apparel	Initial Contact			New Contact
65	Furniture	Initial Contact			Determining contact
66	Luxury leather goods	Initial Contact			Determining contact
67	Women's apparel 7	Initial contact			Determining contact
68	Luxury fashion 4	Initial Contact			Determining contact
69	Womens apparel	Initial Contact			New Contact
70	Cosmetics 3	Initial contact			New Contact
71	women's apparel 15	Initial contact			New contract
72	Outdoor apparel 1	Initial contact			Getting new contact
73	Furniture	Initial Contact			New Contact
74	Luxury fashion accessories 1	Initial Contact			email and telephone follow up
75	Womens and men apparel 1	Initial contact			New contact
76	Furniture	Initial contact			New Contact
77	Sports	Initial contact			New Contact
78	Environmentally friendly apparel	Initial contact			Sent email
79	Women's contemporary apparel	Sites Sent			Sent sites
80	Outdoor apparel 2	Sites Sent			Sent sites
81	Luxury leather goods	Sites Sent			Sent sites
82	women's and men's apparel	Sites Sent			Sent sites
83	Childrens apparel	Sites Sent			Sent sites
84	Denim apparel 1	Sites Sent			Sent sites
85	Mens and Womens Apparel	Sites Sent			Sent sites
86	Luxury fashion 6	Sites Sent			Sent sites
87	Online	Sites Sent			Sent sites
88	Men's apparel 7	Sites Sent			Sent sites
89	Women's apparel	Sites Sent			Sent sites

	Code Name	Status	SF	Timing	Notes
90	Accessories	Sites Sent			Sent sites
91	Books	Sites Sent			Sent sites
92	Candy	Sites Sent			Sent site
93	cosmetics 2	Sites Sent			Sent sites
94	Women's contemporary apparel 1	Sites Sent			Sent sites
95	Womens apparel	Sites Sent			Sent sites
96	Jewelry	Sites Sent			Sent sites
97	Furniture	Sites Sent			Sent sites
98	Cafe	Sites Sent			Sent sites
99	Cafe	Sites Sent			Actively looking for a site in Birmingham
100	Mens and Womens Apparel	Sites Sent			Sent Sams site
101	Cafe	Sites Sent			Sent sites
102	Cafe	Sites Sent			Sent sites
103	Shoes	Financial problems			Filed Bankruptcy
104	Furniture	Financial problems			Decided not to pursue brick and mortar stores
105	Electronics	Financial problems			Closing all stores
106	Men's apparel	Financial problems			Filed Bankruptcy
107	Womens apparel	Financial problems			Financial problems
108	Mens and Womens Apparel	Financial problems			Filed Bankruptcy- many high end brands such as Calvin Klein, Michael Kors, Under Armour, Kate Spade
109	Shoes	Financial problems			Filed Bankruptcy
110	Furniture	Financial problems			Real estate staff fired
111	Leather goods	Financial problems			Real estate staff fired
112	Mens and Womens Apparel	Financial problems			Filed Bankruptcy
113	Womens apparel	Financial problems			Closing stores
114	Mens and Womens Apparel	Financial problems			Filed Bankruptcy
115	Womens apparel	Financial problems			Filed Bankruptcy
116	Mens and Womens Apparel	Financial problems			Watch list Filed Bankruptcy
117	Men's apparel	Financial problems			Real estate staff fired
118	Paper Goods	Financial problems			Watch list Filed Bankruptcy- parent of Paper Source
119	Furniture	Financial problems			Filed Bankruptcy
120	Mens Apparel	Financial problems			Filed Bankruptcy
121	Stationary	Financial problems			Filed Bankruptcy
122	Womens Apparel	Financial problems			Filed Bankruptcy
123	Accessories	Financial problems			Filed Bankruptcy
124	Womens apparel	Financial problems			Financial problems
125	Furniture	Financial problems			Filed Bankruptcy
126	Youth apparel	Not interested currently			Not adding stores in our market at this time, but will keep in touch.
127	Lingerie 1	Not interested currently			No interest in Birmingham
128	Mens and Womens Apparel	Not interested currently			No interest in Birmingham
129	Women's apparel 1	Not interested currently			Not responsive
130	Bookstore 1	Not interested currently			Went to Somerset
131	Family Apparel	Not interested currently			Not adding stores in our market
132	Electronics 2	Not interested currently			Did not want another Michigan location
133	Women's apparel 4	Not interested currently			email and telephone follow up

	Code Name	Status	SF	Timing	Notes
134	Women apparel	Not interested currently			too close to Somerset
135	Womens apparel	Not interested currently			Not adding another store now because of Somerset
136	Furniture 6	Not interested currently			Broker called me. MI is one of three states with special sales tax for parent company which is QVC
137	Online furniture	Not interested currently			Store in trouble
138	Online cosmetics	Not interested currently			Not responsive
139	Kids Enrichment	Not interested currently			No Interest
140	Children store	Not interested currently			Not looking at stores right now
141	Mens and Womens Apparel	Not interested currently			Not looking in Michigan
142	Furniture	Not interested currently			Not wanting to add a store in MI
143	Online skincare 1	Not interested currently			Sending sites, not responsive
144	Shoes 1	Not interested currently			Real estate rep left, no new contact yet
145	Contemporary men's and women's apparel	Not interested currently			Took a serious look, but we don't have their sq footage
146	children's store 1	Not interested currently			Revisiting
147	Online Women's Clothing 1	Not interested currently			Not responsive
148	Mens and Womens Apparel	Not interested currently			Not looking in MI
149	Toys 1	Not interested currently			Won't put another store this close to Somerset
150	Online Dorm room	Not interested currently			Only doing summer pop ups. Said to contact for next summer
151	Chocolate	Not interested currently			Not responsive
152	Online Clothing 1	Not interested currently			Just starting to add stores, contact next year.
153	womens and mens apparel	Not interested currently			Not adding another store in our market
154	Dart bar	Not interested currently	Michell' space		National broker rejected site due to lack of daytime traffic.
155	cosmetics 1	Not interested currently	Boutique		Put a hold on adding stores
156	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.
157	Furniture 4	Not interested currently			Rejected our market.
157	Shoes	Not interested currently			Not looking in MI
159	Chocolate	Not interested currently			Rejected our market.
160	Online cosmetics 3	Not interested currently			Not responsive
161	Children's apparel 1	Not interested currently			not adding stores
162	Tween fashion 1	Not interested currently			No expansion
163	online goods	Not interested currently			Not responsive
164	Men's apparel 1	Not interested currently			Interested in another market
165	Ice Cream 1	Not interested currently			Broker said they were not interested in the market.
166	Men's shoes 1	Not interested currently	1500-1800		Not expanding now but perhaps in future
167	Kids enrichment	Not interested currently			Having a tough time getting registered in MI
168	Lingerie 2	Not interested currently			Company sold and not adding sites
169	womens and mens apparel	Not interested currently			Needs 15,000 sq ft. Interested and asked to call if we have that size
170	Candy	Not interested currently			Not responsive
171	Furniture	Not interested currently			Reviewed sites, believe too close to Somerset
172	Women's Apparel 6	Not interested currently			not responsive
173	Cosmetics	Not interested currently			Don't need another in market- but knew Birmingham well
174	Purses	Not interested currently			Not this market
175	women's and men's apparel 1	Not interested currently	Boutique		Decided to go with a larger footprint of 20,000 sq ft
176	Designer resale 1	Not interested currently	Boutique		No interest
177	Women's and men's apparel 4	Not interested currently			No interest in Birmingham

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

**SCHEDULED TO OPEN/OPENED IN LAST 12 MONTHS**

**OCTOBER 2020**

Office Occupancy Rate 88%

Retail Occupancy Rate 96%

<b>Name of Business</b>	<b>Property Address</b>	<b>Street Name</b>	<b>Notes</b>	<b>Date of notification</b>	<b>Scheduled to Open/Moved/Closed/Opened in last 12 months</b>
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
Fruitition 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
Birmingham Wine	798	Old Woodward, North	Wine Shop	10/18/19	Opened



**SCHEDULED TO OPEN/OPENED IN LAST 12 MONTHS****OCTOBER 2020**

**Office Occupancy Rate 88%**

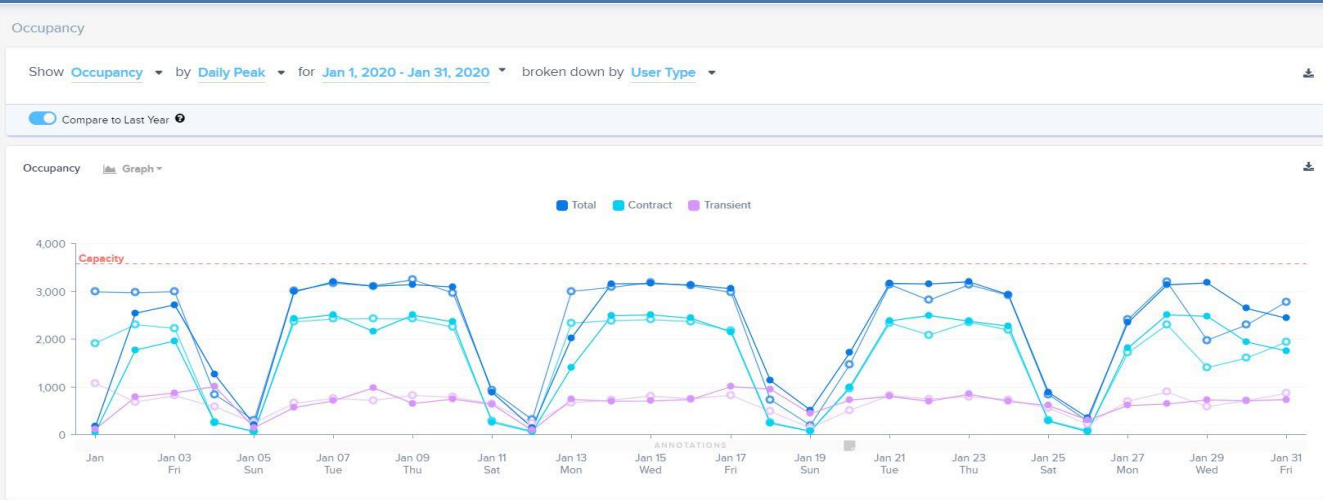
**Retail Occupancy Rate 96%**

[illegible]

# City of Birmingham Parking Utilization Dashboard – January 2020

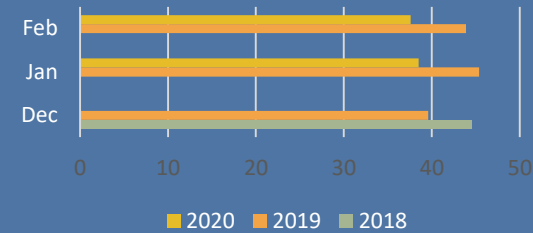
## Parking Garages

### OCCUPANCY

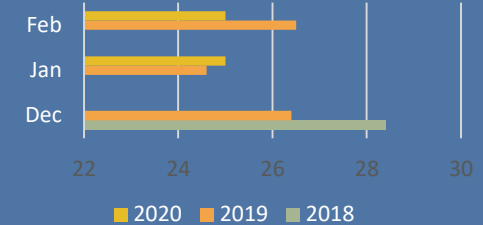


## Parking Meters

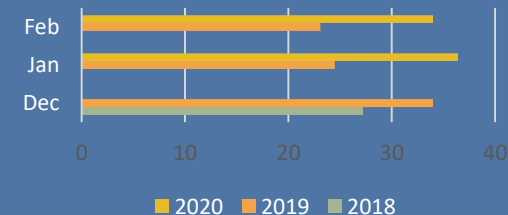
### Coin



### 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

<b>GARAGE</b>	<b>TOTAL CARS</b>	<b>FREE CARS</b>	<b>CASH REVENUE</b>	<b>% FREE</b>
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%
<b>TOTALS</b>	74,311	33,224	\$ 235,858.00	45%

January 2020

<b>GARAGE</b>	<b>TOTAL CARS</b>	<b>FREE CARS</b>	<b>CASH REVENUE</b>	<b>% FREE</b>
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%
<b>TOTALS</b>	79,443	33,247	\$ 207,602.01	42%

<b>BREAKDOWN:</b>	TOTAL CARS	+7%
	FREE CARS	+1%
	CASH REVENUE	-12%

# Birmingham Principal Shopping District Board

Voucher List For: 10/01/2020

Early Release	Vendor	Description	Account	Amount
	21ST CENTURY MEDIA-MICHIGAN	BIRMINGHAM BUCKS ADV	MARKETING & ADVERTISING	400.00
	ART/DESIGN GROUP LTD	HOMETOWN HEROES ARTWORK	MARKETING & ADVERTISING	125.00
	CC CONSULTING LLC	RETAIL CONSULTING SERVICES	TENANT RECRUITMENT	2,083.33
	COSTAR REALTY INFORMATION, INC	ONLINE REALTY SERVICES	TENANT RECRUITMENT	680.00
	DREW EVAN NYSTROM	SERVICES AT BFM 9/6 & 9/13	SPECIAL EVENTS	115.50
	DYNAMIC DIAGNOSTICS INC	PPE FOR BUSINESSES	TENANT RECRUITMENT	7,696.90
	EFFECTV	BACK TO BIRMINGHAM ADV	MARKETING & ADVERTISING	224.50
	MOMMY NETWORK OF MOSHER & ASSOCIATES LLC	BONUS BUCKS ADV MONTHLY PLANTER MAINTENANCE PAY 3 OF 4	MARKETING & ADVERTISING MAINTENANCE SHOPPING DIST	450.00 638.40
	RENAISSANCE MEDIA SOLUTIONS	FALL FASHION VIDEO PRODUCTION	MARKETING & ADVERTISING	7,000.00
	SP+ CORPORATION	EMPLOYEE PARKING	PARKING VALET SERVICES	100.00
	TOP HAT & TAILS CARRIAGE CO INC	REIMBURSE FOR CITY FEE - CANCELED CARRIAGE RIDES	SPECIAL EVENTS	50.00
	TURNER SANITATION, INC	AUGUST PORTA POTTIES AT BFM	SPECIAL EVENTS	195.00
	WDIV/TV4	BONUS BUCKS ADV	MARKETING & ADVERTISING	1,000.00
	ZORO'S CHRISTMAS LIGHTS	PRE LIT GARLAND FOR WINTER MARKT	SPECIAL EVENTS	5,000.00
*	DREW EVAN NYSTROM	HELP AT FARMERS MARKET	SPECIAL EVENTS	115.50

**Birmingham Principal Shopping District Board****Voucher List For:** 10/01/2020

Early Release Vendor	Description	Account	Amount
		<b>Total:</b>	<b>\$ 25,874.13</b>
<u>Journal Entries</u>			
	City of Birmingham - Santa House est costs		\$ 7,545.00
	City of Birmingham - Santa House app fee		165.00
	City of Birmingham - Winter Markt est costs		5,766.48
	City of Birmingham - Winter Markt app fee		165.00
	BSD email domain annual renewal		80.96
	City Credit Card - Facebook boost for Fall Fashion		200.00
	MIFMA - annual dues (Farmers Market)		250.00
	DTE - electric at BFM		14.36
	Home Depot - Santa House stairs		177.96
	Verizon - Ingrid & Jaimi cell phones July		103.06
	Verizon - Ingrid & Jaimi cell phones August		99.84
	Total Journal Entries		\$ 14,567.66
	TOTAL VOUCHERS AND JOURNAL ENTRIES		\$ 40,441.79
*Items marked with an asterisk were submitted in advance and prior to board approval			

**Board Chair** \_\_\_\_\_**Date** \_\_\_\_\_



## MEMORANDUM

**DATE:** October 1, 2020

**TO:** Birmingham Shopping District Board

**FROM:** Ingrid Tighe, Executive Director

**SUBJECT:** 8A Agreements for Santa Claus Performances 2020

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Attached for your review and approval are the Santa Claus agreements with Randy Lee and Daniel Suttkus to perform as Santa Claus during the 2020 holiday season at the Shain Park Santa House. These performers will work various shifts as Santa Claus throughout the season. The term of these agreements are for the 2020 holiday season that starts November 28, 2020 and concludes December 24, 2020.

**Suggested Action:**

To approve the Santa Claus agreements with Randy Lee and Daniel Suttkus for Santa Claus performances during the 2020 holiday season, conditional upon receipt of signatures and insurance from respective performers.



## **AGREEMENT**

**THIS AGREEMENT**, made this 16<sup>th</sup> day of September 2020, by and between the **Birmingham Principal Shopping District**, having its principal office at 151 Martin, Birmingham, MI 48009 (hereinafter sometimes called "PSD"), and **RANDAL LEE RANDYL WAGNER**, (hereinafter sometimes called "Performer") provides as follows:

### **WITNESSETH:**

**WHEREAS**, the PSD desires to have individuals dress and act as Santa Claus for scheduled dates during the months of November and December for its annual Santa House holiday event.

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

1. Performances shall take place at the Santa house, or in such other location as the PSD shall designate, or unless otherwise specified in paragraph 3.
2. The PSD shall pay an hourly rate of \$110 per hour the Performer for these performances. A total amount of \$2,255 for the performances. This amount shall be reduced by any and all deposits or pre-payments paid to the Performer by the PSD. Payment shall be made by the PSD as follows: 1/3 shall be paid as a retainer fee on November 16, 2020; 1/3 on or before December 14, 2020; and the remaining balance shall be paid no later than January 15, 2021.
3. The dates and times of the performances shall be as follows:





<u>DAY</u>	<u>DATE</u>	<u>TIME</u>
Saturday	December 5, 2020	10 A.M. until 3:30 P.M.
Sunday	December 6, 2020	10 A.M. until 3:30 P.M.
Sunday	December 13, 2020	10 A.M. until 3:30 P.M.
Saturday	December 19, 2020	3:30 P.M. until 7:30 P.M.

Total= 20.5 Hours

4. The Performer acknowledges the risk of injury or contracting a communicable disease while performing as Santa Claus for the PSD. In exchange for the consideration stated herein, the Performer hereby knowingly and voluntarily waives any and all rights, claims, causes of action of any kind whatsoever arising out of performing the contractual activities required hereby and does hereby release and forever discharge the PSD, its affiliates, members, managers, agents, staff, volunteers, heirs, assigns and attorneys for any physical injury, illness, or psychological injury or property damage including but not limited to illness, injury, paralysis, disability, death or economic loss that the Performer may suffer as a direct result of such contractual activity.

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

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

7. If the PSD requests any of the Performers to work beyond the time that a performance is scheduled to end and the Performer agrees to continue working, the additional work shall be considered to be overtime and the PSD shall pay the Performer at the rate of \$83 for each additional thirty (30) minutes of work, or portion thereof, by the Performer. All



overtime shall be authorized in advance by a PSD representative who shall be designated by the PSD prior to the start of the performance.

8. The Performer shall be of high moral character. The PSD has the right to perform a background check on the Performer and will do so before the first payment is made to the Performer on November 16, 2020. The Performer acknowledges that he will come in contact with children of young age and will act appropriately during all performances. The Performer shall display an engaging/outgoing personality representing Santa Claus. The Performer shall not take phone calls, text, smoke or partake in any behavior out of character during his performance. Performer must have a natural beard, eyeglasses and rosy cheeks. The Performer shall be equipped to bring joy to children with holiday spirit and reference North Pole, reindeer, elves, etc. The Performer shall encourage visitors to shop for gifts in local Birmingham businesses.

9. The PSD shall have the right to remove any Performer performing pursuant to this Agreement for any reason. If a Performer is removed from a performance because the Performer was engaging in behavior that the PSD believes to be improper or inappropriate, the PSD shall be entitled to a reduction in the total fee set forth in paragraph 2 in the amount of \$110 for each hour, or any portion thereof, of a performance that a Performer is not performing. This paragraph shall in no way limit the PSD's rights and remedies in the event of a breach of this Agreement by the Performer.

10. The Performer and the PSD agree that the Performer is acting as an independent contractor with respect to the Performer's role in providing services to the PSD pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Performer nor



its employees shall be construed as employees of the PSD or the City of Birmingham. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the PSD nor the Performer shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Performer shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the PSD or the City of Birmingham, or be deemed an employee of the PSD or the City of Birmingham for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the PSD or the City of Birmingham. The Performer agrees that it will apply for and secure all permits and approvals as may be required from the PSD in accordance with the provisions of applicable laws and ordinances of the PSD, State of Michigan or federal agencies.

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

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



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

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

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



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



- G. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Performer shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- H. Maintaining Insurance: Upon failure of Performer to obtain or maintain such insurance coverage for the term of the Agreement, the PSD may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the PSD shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

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

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



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

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



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

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

21. PSD shall provide one (1) parking pass to Performer, which will allow a Performer to park near the Santa House thirty (30) minutes prior to each performance until fifteen minutes after each performance. It shall be the Performer's responsibility to ensure that the Performer scheduled on any given date and time receives the parking pass in a timely manner.

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

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

By:  \_\_\_\_\_

Randyl Lee Wagner

9/22/2020





Randyl Lee Wagner - Performer

**BIRMINGHAM PRINCIPAL  
SHOPPING DISTRICT**

By: \_\_\_\_\_

Its: Chairman

**APPROVED:**

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

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

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

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

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

## **AGREEMENT**

**THIS AGREEMENT**, made this 16<sup>th</sup> day of September 2020, by and between the **Birmingham Principal Shopping District**, having its principal office at 151 Martin, Birmingham, MI 48009 (hereinafter sometimes called "PSD"), and **DANIEL SUTTKUS**, (hereinafter sometimes called "Performer") provides as follows:

### **WITNESSETH:**

**WHEREAS**, the PSD desires to have individuals dress and act as Santa Claus for scheduled dates during the months of November and December for its annual Santa House holiday event.

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

1. Performances shall take place at the Santa house, or in such other location as the PSD shall designate, or unless otherwise specified in paragraph 3.

2. The PSD shall pay an hourly rate of \$110 per hour the Performer for these performances. A total amount of \$3,630 for the performances. This amount shall be reduced by any and all deposits or pre-payments paid to the Performer by the PSD. Payment shall be made by the PSD as follows: 1/3 shall be paid as a retainer fee on November 16, 2020; 1/3 on or before December 14, 2020; and the remaining balance shall be paid no later than January 15, 2021.

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

<b><u>DAY</u></b>	<b><u>DATE</u></b>	<b><u>TIME</u></b>
Saturday	November 28, 2020	10 A.M. until 3:30 P.M.
Sunday	November 29, 2020	10 A.M. until 3:30 P.M.
Saturday	December 12, 2020	10 A.M. until 3:30 P.M.
Saturday	December 19, 2020	10 A.M. until 3:30 P.M.
Sunday	December 20, 2020	10 A.M. until 3:30 P.M.
Thursday	December 24, 2020	10 A.M. until 3:30 P.M.

Total= 33 Hours

4. The Performer acknowledges the risk of injury or contracting a communicable disease while performing as Santa Claus for the PSD. In exchange for the consideration stated herein, the Performer hereby knowingly and voluntarily waives any and all rights, claims, causes of action of any kind whatsoever arising out of performing the contractual activities required hereby and does hereby release and forever discharge the PSD, its affiliates, members, managers, agents, staff, volunteers, heirs, assigns and attorneys for any physical injury, illness, or psychological injury or property damage including but not limited to illness, injury, paralysis, disability, death or economic loss that the Performer may suffer as a direct result of such contractual activity.

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

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

7. If the PSD requests any of the Performers to work beyond the time that a performance is scheduled to end and the Performer agrees to continue working, the additional

work shall be considered to be overtime and the PSD shall pay the Performer at the rate of \$83 for each additional thirty (30) minutes of work, or portion thereof, by the Performer. All overtime shall be authorized in advance by a PSD representative who shall be designated by the PSD prior to the start of the performance.

8. The Performer shall be of high moral character. The PSD has the right to perform a background check on the Performer and will do so before the first payment is made to the Performer on November 16, 2020. The Performer acknowledges that he will come in contact with children of young age and will act appropriately during all performances. The Performer shall display an engaging/outgoing personality representing Santa Claus. The Performer shall not take phone calls, text, smoke or partake in any behavior out of character during his performance. Performer must have a natural beard, eyeglasses and rosy cheeks. The Performer shall be equipped to bring joy to children with holiday spirit and reference North Pole, reindeer, elves, etc. The Performer shall encourage visitors to shop for gifts in local Birmingham businesses.

9. The PSD shall have the right to remove any Performer performing pursuant to this Agreement for any reason. If a Performer is removed from a performance because the Performer was engaging in behavior that the PSD believes to be improper or inappropriate, the PSD shall be entitled to a reduction in the total fee set forth in paragraph 2 in the amount of \$110 for each hour, or any portion thereof, of a performance that a Performer is not performing. This paragraph shall in no way limit the PSD's rights and remedies in the event of a breach of this Agreement by the Performer.

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

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

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

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

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

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

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

- 1) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 2) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
- 3) If so requested, Certified Copies of all policies mentioned above will be furnished.

- G. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Performer shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- H. Maintaining Insurance: Upon failure of Performer to obtain or maintain such insurance coverage for the term of the Agreement, the PSD may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the PSD shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

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



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

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

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

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

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

21. PSD shall provide one (1) parking pass to Performer, which will allow a Performer to park near the Santa House thirty (30) minutes prior to each performance until fifteen minutes after each performance. It shall be the Performer's responsibility to ensure that the Performer scheduled on any given date and time receives the parking pass in a timely manner.

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

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

By:   
Daniel Suttikus - Performer

**BIRMINGHAM PRINCIPAL  
SHOPPING DISTRICT**

By: \_\_\_\_\_

Its: Chairman

**APPROVED:**

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

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

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

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

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



## MEMORANDUM

**DATE:** October 1, 2020

**TO:** Birmingham Shopping District Board

**FROM:** Ingrid Tighe, Executive Director

**SUBJECT:** 8B Request to Extend Snow Removal Agreement

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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, with the rate remaining the same for 2020-2021 season.

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 8B 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 \_\_\_\_ day of \_\_\_\_\_, 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:

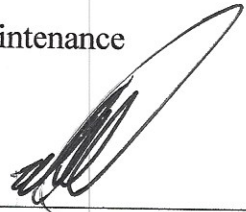
1. All terms of the Agreement shall remain in full force and effect and are incorporated herein by reference, except as amended herein.
2. The term of the Agreement shall be extended through the 2020-2021 season, unless terminated sooner under the terms of the Agreement.
3. This First Amendment shall be construed in accordance with the laws of the State of Michigan.
4. 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.
5. 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  
President

Approved:

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

\_\_\_\_\_  
Joe Valentine, City Manager  
(as to Substance)

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

\_\_\_\_\_  
Timothy C. Currier, City Attorney  
(as to Form)

**ATTACHMENT A - AGREEMENT**  
**For PSD Store Front Snow Removal Services**

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This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the BIRMINGHAM PRINCIPAL SHOPPING DISTRICT, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "PSD"), and Nicks Maintenance Inc., having its principal office at 2815 Continental (hereinafter called "Contractor"), provides as follows:

Troy 48083

**WITNESSETH:**

**WHEREAS**, the City of Birmingham, through the Principal Shopping District, is desirous of having work completed to remove snow from store fronts in the PSD.

**WHEREAS**, the PSD has heretofore advertised for bids for the procurement and performance of services required to perform the snow removal services, 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 perform snow removal services.

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

1. It is mutually agreed by and between the parties that the documents consisting of the RFP and the Contractor's cost proposal dated \_\_\_\_\_, 2017 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 Contractor agrees to provide the labor, material supplies and equipment necessary to perform the snow removal and salting services in accordance with the specifications and conditions contained in the RFP, for a three (3) year period beginning on the date of the signing of this Agreement and covering the 2017-18, 2018-2019 and 2019-2020 snow seasons.
3. The PSD shall pay the Contractor for the performance of this Agreement as follows:

2017-18

\$ 1.13 per linear foot

Total = \$ 56,500

(Additional snow removal \$ 1.75 per linear foot)

(Additional salting \$ 0.15 per linear foot)

2018-19	<u>\$ 1.13</u> per linear foot Total = \$ <u>56,500</u> (Additional snow removal \$ <u>1.75</u> per linear foot) (Additional salting \$ <u>0.15</u> per linear foot)
2019-20	<u>\$ 1.13</u> per linear foot Total = \$ <u>56,500</u> (Additional snow removal \$ <u>1.75</u> per linear foot) (Additional salting \$ <u>0.15</u> per linear foot)

4. The Scope of Work of this Agreement shall be as follows:
- a) Snow removal shall commence no later than one hour after a minimum of one (1) inch of snow has fallen.
  - b) Work is to be completed within four (4) hours after the snow has ended.
  - c) All fallen or windblown snow is to be cleared from all sidewalks, crosswalks and handicapped curb cuts within the district.
  - d) During continuous snowfalls, the sidewalks in the Principal Shopping District are to be maintained. The Contractor is to continue or resume snow removal at any time accumulation on the sidewalk is one (1) inch or greater. If snow re-accumulates, or is plowed into the cross walks, contractor will touch up the handicap curb cuts.
  - e) All sidewalks shall be swept with a broom no less than sixty (60) inches wide or shall make additional sweeps as may be needed to equal the width which would have resulted had a sixty inch broom been used. Sidewalks on both sides of Old Woodward will be widened in 2017 during the City of Birmingham's Old Woodward Reconstruction Project. Old Woodward sidewalk width yet to be determined, and Contractor agrees to work with PSD to determine agreeable snow removal "sweep" width. Areas of sidewalks which are restricted by size or objects must be cleared by other means (i.e. hand shoveling, snow blower).
  - f) When icing occurs, Contractor must salt specific areas where ice patches form. These areas include major street corners in the central business district generally, and specific areas based on instruction from the Shopping District representative.
  - g) The Contractor shall provide a telephone number which is monitored 24 hours a day.
  - h) All equipment and snow removal procedures must meet all applicable MIOSHA standards.



5. This Agreement shall terminate upon the conclusion of the 2019-2020 snow seasons. This Agreement shall be reviewed annually after each snowfall season, and the PSD shall have the right to terminate this Agreement as part of this annual review. After the third and final year of this Agreement, the PSD in its sole discretion shall have the right to renew this Agreement on a year-to-year basis by providing written notice to the Contractor by way of PSD Resolution subject to compensation terms as negotiated and agreed to by the parties. The PSD may also terminate this Agreement for any reason and at any time by providing thirty (30) days advance written notice.

6. This Agreement shall commence upon execution by both parties, unless the PSD exercises its option to terminate the Agreement in accordance with the Request for Proposals.

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

8. The Contractor and the PSD agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the PSD pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the PSD or the City. 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 City/PSD nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the PSD or the City, or be deemed an employee of the PSD 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 PSD or the City.

9. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the PSD/City. 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.

10. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.
11. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.
12. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the PSD. Any attempt at assignment without prior written consent shall be void and of no effect.
13. 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 PSD of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the PSD with periodic status reports concerning all such claims or suits, at intervals established by the PSD.
14. 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 PSD and the City.
15. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:
- A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
  - B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
  - C. 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*: The Birmingham Principal Shopping District and the City of Birmingham, including all their respective 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.
- G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this Agreement, 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 City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days' Notice of Cancellation shall apply to this policy.
- H. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- I. Proof of Insurance Coverage: Contractor shall provide the PSD at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, 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) Two (2) copies of Certificate of Insurance for Pollution Liability Insurance;
- 6) Two (2) copies of Certificate of Insurance for Owners Contractors Liability Insurance;
- 7) 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 PSD 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 PSD may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the PSD shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

16. 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 PSD and the City, their respective elected and appointed officials, employees and volunteers and others working on behalf of the PSD or the City against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the PSD or the City, their respective elected and appointed officials, employees, volunteers or others working on behalf of the PSD or the City, 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 the PSD, the City, or their elected or appointed officials, employees, volunteers or others working on behalf of the PSD or the City.

17. The City of Birmingham will not enter into a contract to furnish materials or services to the PSD from any PSD official, his spouse, child or parent, or from any corporation, association or partnership in which any PSD official, his spouse, child or parent, has any direct or indirect interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or unincorporated business shall not be deemed to be a disqualifying interest. Employment by a business entity shall be deemed to be a disqualifying interest only if such employment is in an administrative, managerial or executive capacity in which the employee could in any way influence the decisions of the business entity with regard to contract proposals or other transactions. Every contract entered into by the City of Birmingham/PSD shall contain a provision to the effect that if

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

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

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

Birmingham Shopping District  
Attn: Office Manager  
151 Martin Street  
Birmingham, MI 48009  
(248) 530-1200

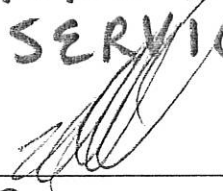
20. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be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

21. FAIR PROCUREMENT OPPORTUNITY: Procurement for the PSD and the City 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 PSD and the City.

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

**CONTRACTOR**

# NICK'S MAINTENANCE SERVICE

By: 


Its: PRESIDENT

## BIRMINGHAM PRINCIPAL SHOPPING DISTRICT

By: 

Its: Chairman

Approved:



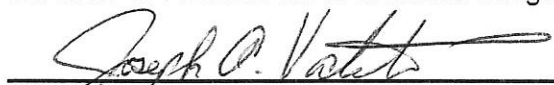
PSD Office Manager as to substance



City Attorney as to form



Director of Finance as to financial obligation



City Manager as to substance



## 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
<b>REGULAR MEMBERS</b>																	
Richard Astrein	P	A	P	P	P	P	P	P	P						8	1	89%
Samy Eid	P	P	P	A	P	P	P	P	A						7	2	78%
Doug Fehan	P	P	P	P	P	P	P	A	A						7	2	78%
Geoffrey Hockman	P	P	P	P	P	P	P	P	P						9	0	100%
Zachary Kay	P	P	P	P	P	P	P	P	P						9	0	100%
Jessica Lundberg	P	A	P	P	P	P	A	P	P						7	2	78%
Amy Pohlod	P	P	P	P	P	P	P	P	P						9	0	100%
Steve Quintal	A	P	P	P	P	P	P	P	P						8	1	89%
Bill Roberts	P	P	P	P	P	P	P	P	P						9	0	100%
Judy Solomon	A	P	A	A	A	A	P	A	A						2	7	22%
Sam Surnow	A	P	P	P	P	P	P	P	A						7	2	78%
Joe Valentine	P	P	P	P	P	P	P	P	P						8	0	100%
Reserved															0	0	#DIV/0!
Reserved															0	0	#DIV/0!
Present or Available	9	10	11	10	11	11	11	10	8	0	0	0	0	0			

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

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Department Head Signature



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

**BSD COMMITTEES**  
**MONTHLY MEETING SCHEDULE**  
**OCTOBER 2020**

**DUE TO COVID-19**

<b><u>BSD BOARD</u></b>	<b><u>October 1, 2020 at 8:30 a.m. via Zoom meeting</u></b>
<b><u>MAINTENANCE/CAPITAL IMPROVEMENTS</u></b>	<b><u>October 13, 2020 at 8:30 a.m. via Zoom meeting</u></b>
<b><u>SPECIAL EVENTS</u></b>	<b><u>October 9, 2020 at 8:30 a.m. via Zoom meeting</u></b>
<b><u>MARKETING/ADVERTISING</u></b>	<b><u>October 15, 2020 at 8:30 a.m. via Zoom meeting</u></b>
<b><u>BUSINESS DEVELOPMENT</u></b>	<b><u>October 22, 2020 at 8:30 via Zoom meeting</u></b>
<b><u>EXECUTIVE</u></b>	<b><u>September 29, 2020 at 3:00 p.m. via Zoom meeting</u></b>
<b><u>QUARTERLY COMMITTEE HEAD</u></b>	<b><u>TBD</u></b>

**NOTE: Email the Birmingham Shopping District at [info@allinbirmingham.com](mailto: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).