

The Shopping District

Birmingham Shopping District Agenda
Thursday, December 2, 2021 8:30 a.m.

The Community House
380 South Bates Street, Birmingham, MI 48009

Zoom link: <https://us06web.zoom.us/j/83915400165>

The highly transmissible COVID-19 Delta variant is spreading throughout the nation at an alarming rate. As a result, the CDC is recommending that vaccinated and unvaccinated personnel wear a facemask indoors while in public if you live or work in a substantial or high transmission area. Oakland County is currently classified as a substantial transmission area. The City has reinstated mask requirements for all employees while indoors. The mask requirement also applies to all board and commission members as well as the public attending public meetings.

Call to order and Roll Call of Board

1. Recognition of Visitors
2. Presentations
 - a. Business Anniversaries
3. Approval of Minutes for November 4, 2021
4. Board Member Comments
5. Reports:
 - a. Finance Report
 - b. Executive Director Report - Kammer
 - 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 - Astrein
6. Approval of Vouchers
7. Unfinished Business
8. New Business
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).



Birmingham Shopping District
Meeting Date: 12/02/2021
151 Martin Street
Birmingham, MI 48009
248-530-1200
ALLINBirmingham.com

MEMORANDUM

DATE: November 30, 2021
TO: Birmingham Shopping District Board
FROM: Sean Kammer, Executive Director
SUBJECT: Business Anniversaries

The Birmingham Shopping District would like to recognize three business anniversaries: Crimson Rose Antiques is located at 205 Pierce Street and has been an active member of the community for 25 years. Ethan Allen is located at 275 N. Old Woodward Ave. and specializes in retail home furnishings. They have been an active member of the community for 25 years. Dick O'Dow's is located at 160 West Maple Road and has been serving the community for 25 years.

Congratulations to each of the businesses on their milestone anniversaries. The Birmingham Shopping District recognizes the immense contributions they have made to make our downtown a vibrant and prosperous place for people to live, work, and visit.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'SKammer', written over a light blue horizontal line.

Sean Kammer
Executive Director

City of Birmingham
Birmingham Shopping District Proceeding
Thursday, November 4, 2021 - 8:30 a.m.
The Community House
Birmingham, MI 48009

Minutes of the meeting of the Birmingham Shopping District Board held Thursday, November 4, 2021,
at 8:33 a.m. at The Community House

1. CALL TO ORDER AND ROLL CALL OF BOARD

PRESENT: Astrein, Hockman, Kay, Lundberg, McKenzie, Pohlod, Quintal, Roberts

ABSENT: Eid, Lipari, Markus, Surnow, Director Emeritus Fehan

ALSO PRESENT: Weingartz, Hoehendorf

ADMINISTRATION: Brook, Kammer

2. RECOGNITION OF VISITORS

3. PRESENTATIONS

Hockman recognized representatives from Christian Science Reading Room. He congratulated them on being in business for 75 years. He also recognized Brooklyn Pizza for their 25 years in business in Birmingham.

4. APPROVAL OF MINUTES

MOTION: Motion by Pohlod, seconded by Quintal to approve the minutes dated October 7, 2021.

VOTE: Yeas, 8 Nays, 0 Absent, 4

4. BOARD MEMBER COMMENTS

Hockman shared with the board that Julie Fielder who had been a retail consultant for the BSD for a number of years had recently died. He acknowledged her service and dedication to the community.

5. REPORTS

a. FINANCE REPORT – KAMMER

Kammer reported that the current fund balance is \$885,969. He shared that the BSD paid a stipend to a staff member for work done at the farmers market. Half was paid last month and the rest will be paid now that the season has ended. He also highlighted that the BSD is in receipt of the \$60,000 sponsorship check from GM for the Cruise Event.

b. EXECUTIVE DIRECTOR REPORT - KAMMER

Kammer reported that the board created an ad-hoc committee to work on gateway signage. Information on this was included in the city manager's report. Kammer feels that the committee represents a good cross-section of stakeholders. Hockman thanked Fehan for chairing this committee.

Kammer also shared that he had a meeting with the Birmingham Bloomfield Community Coalition and attended the ribbon cutting for The French Lady. He continues to work on improvements to the BSD's advertising strategy and branding.

c. COMMITTEE REPORTS:

SPECIAL EVENTS – ASTREIN

Astrein reported that the Farmers Market season ended with a very successful day on October 31. Preparations continue for holiday events. We expect a large turnout for Santa Walk and all of the appointments for Santa visits filled quickly. Approximately 50 vendors registered for Winter Market.

MARKETING & ADVERTISING - POHLOD

Pohlod shared that holiday gift guide print insert to SEEN Magazine had been distributed. A printed dining guide has been created, as has one for retail as well as one for salons and spas. These will be distributed to BSD merchants so they can share them with their customers/patrons.

The holiday video will be updated from last year and have more of a focus on jewelry. A Restaurant Week video will also be produced. It will be on the same budget line item.

The committee continues to work on the overall advertising campaign and keep an eye on social media data. The new social media report is easier to view.

The committee also discussed the importance of having a strong workforce in Birmingham and that it might be beneficial to hold a job fair, look into parking assistance, and enhance the employee discount card program.

Fehan added that he thought he was impressed with the gift guide.

MAINTENANCE/CAPITAL IMPROVEMENTS - QUINTAL

Quintal reported that the placement of the holiday lights is going well. Kammer added that the committee met to discuss the planters and they will be going back to the old style.

Kay asked about the size of the barrels that had previously been used. Quintal let him know that the committee is looking into auctioning off the old barrels and then putting the money to something new.

BUSINESS DEVELOPMENT - MCKENZIE

McKenzie shared that State & Liberty is scheduled to open on November 13. Evereve has completed their expansion/move. No significant deals have closed. There are two new signed letters of intent – one for a jewelry store and the other for a restaurant.

EXECUTIVE BOARD REPORT - HOCKMAN

Hockman explained that the executive committee spent their time discussing outdoor dining.

d. PARKING REPORT - ASTREIN

Astrein introduced Weingartz to the group as the new director of parking for the city of Birmingham. Weingartz has been with the city for one month and is currently focusing on the parking structures. Astrein said that they had met and discussed the challenges with the current technology to enter and exit the parking structures. Maintenance in the structures is ongoing.

e. CHAMBER REPORT

There was no report from the Chamber.

f. COMMUNITY HOUSE REPORT

There was no report from The Community House.

6. APPROVAL OF VOUCHERS

MOTION: Motion by Astrein, seconded by Kay to approve the vouchers, dated November 4, 2021, and hold the check for Worry Free until an agreement has been reached, and approved by the maintenance and capital committee chair and the executive director.

VOTE: Yeas, 8 Nays, 0 Absent, 4

7. UNFINISHED BUSINESS

8. NEW BUSINESS

a. Approval – Santa Contracts

MOTION: Motion by Astrein, seconded by Kay to approve the contracts for Santa performers for the 2021 operating hours of the Santa House, to authorize the total expenditure of \$7,992.50 for the cost of services, and authorize the Executive Director and staff to execute the agreements accordingly

VOTE: Yeas, 8 Nays, 0 Absent, 4

b. Approval – Carriage Ride Contract

MOTION: Motion by Astrein, seconded by Quintal to approve the service agreement with Top Hats & Tails Carriage Company for provision of horse and carriage/sleigh services, approve the expenditure of \$11,000 from the Special Events budget, and authorizes the Executive Director and staff to execute the agreement accordingly.

VOTE: Yeas, 8 Nays, 0 Absent, 4

c. Approval – Outdoor Dining Recommendations

MOTION: Motion by Astrein, seconded by Pohlod to approve the submitted recommendations to the Planning Board concerning outdoor dining.

Hockman explained that the planning board had asked the BSD to provide ideas regarding outdoor dining regulations. He added that Kammer had compiled input received from stakeholders worked with the executive committee to put together the recommendations.

VOTE: Yeas, 8 Nays, 0 Absent, 4

9. INFORMATION

a. Retail Activity

b. Announcements

c. Letters, Board Attendance & Monthly Meeting Schedule

10. PUBLIC COMMENTS

Roberts shared that he received a letter from the city letting him know that they would not be enforcing the deadline to breakdown outdoor dining on November 14. Therefore, some decks will remain until a decision is reached. Hockman added that, if a restaurant decides to keep their outdoor dining, they will be responsible for snow removal and they must use the outdoor seating.

11. ADJOURNMENT – 9:20 A.M.

Respectfully submitted,
Jaimi Brook (back-up notes on file)

11/19/2021 09:09 AM
User: kwickenheiser
DB: Birmingham

BALANCE SHEET
Period Ending 10/31/2021

Page: 1/1

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	757,118.04
247-000.000-028.0000	MISCELLANEOUS	105,906.72
247-000.000-028.9999	ALLOW FOR DOUBTFUL ACCTS.	(1,613.72)
247-000.000-048.0886	PSD 2020-2021 DELQ SAD	1,409.13
247-000.000-101.0000	PREPAID ITEMS	5,602.65
Total Assets		868,672.82
*** Liabilities ***		
247-000.000-202.0000	ACCOUNTS PAYABLE	59,567.63
247-000.000-255.0001	GIFT CERTIFICATES	600.00
247-000.000-257.0000	ACCRUED PAYROLL	(974.63)
247-000.000-367.0300	DEFER. INFLOWS - MISCELLANEOUS INV	104,293.00
247-000.000-367.0800	DEFER. INFLOWS - DELQ SPECIAL ASSE	1,409.13
Total Liabilities		164,895.13
*** Fund Balance ***		
247-000.000-391.0000	RETAINED EARNINGS	967,182.61
Total Fund Balance		967,182.61
Beginning Fund Balance		967,182.61
Net of Revenues VS Expenditures		(263,404.92)
Ending Fund Balance		703,777.69
Total Liabilities And Fund Balance		868,672.82

REVENUE AND EXPENDITURE REPORT
 PERIOD ENDING 10/31/2021

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 10/31/2021	ACTIVITY FOR MONTH 10/31/2021	AVAILABLE BALANCE	% BGT USED
Fund 247 - PRINCIPAL SHOPPING DISTRICT						
Revenues						
Dept 000.000						
USE OF FUND BALANCE						
247-000.000-400.0000	APPROP FUND BAL/RET EARN	74,560.00	0.00	0.00	74,560.00	0.00
USE OF FUND BALANCE		74,560.00	0.00	0.00	74,560.00	0.00
INTERGOVERNMENTAL						
247-000.000-528.0000	OTHER FEDERAL GRANTS	0.00	0.00	0.00	0.00	0.00
INTERGOVERNMENTAL		0.00	0.00	0.00	0.00	0.00
CHARGES FOR SERVICES						
247-000.000-641.0585	CHARGES TO AUTO PARKING SYSTEM	25,000.00	0.00	0.00	25,000.00	0.00
CHARGES FOR SERVICES		25,000.00	0.00	0.00	25,000.00	0.00
INTEREST AND RENT						
247-000.000-664.0000	INVESTMENT INCOME	13,700.00	1,366.34	414.23	12,333.66	9.97
247-000.000-666.0001	SPECIAL ASSESSMENT INTEREST	0.00	0.00	0.00	0.00	0.00
INTEREST AND RENT		13,700.00	1,366.34	414.23	12,333.66	9.97
SPECIAL ASSESSMENTS						
247-000.000-672.0247	FUTURE SPECIAL ASSESSEMENTS - PSD	1,030,930.00	0.00	0.00	1,030,930.00	0.00
247-000.000-672.0885	PSD SPEC ASSESS REVENUE 2019-2020	24,040.00	0.00	0.00	24,040.00	0.00
247-000.000-672.0886	PSD SPECIAL ASSESS REV 2020-2021	0.00	1,797.76	1,797.76	(1,797.76)	100.00
SPECIAL ASSESSMENTS		1,054,970.00	1,797.76	1,797.76	1,053,172.24	0.17
OTHER REVENUE						
247-000.000-674.0009	PROCEEDS FROM FUNDRAISING	0.00	0.00	0.00	0.00	0.00
247-000.000-676.0001	CONTR FROM PRIVATE SOURCE	100,000.00	86,492.00	64,210.00	13,508.00	86.49
247-000.000-677.0001	SUNDRY & MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
OTHER REVENUE		100,000.00	86,492.00	64,210.00	13,508.00	86.49
Total Dept 000.000		1,268,230.00	89,656.10	66,421.99	1,178,573.90	7.07
TOTAL REVENUES		1,268,230.00	89,656.10	66,421.99	1,178,573.90	7.07
Expenditures						
Dept 298.000 - PUBLIC RELATIONS						
PERSONNEL SERVICES						
247-298.000-702.0001	SALARIES & WAGES DIRECT	21,490.00	6,166.72	1,619.99	15,323.28	28.70
247-298.000-702.0002	OVERTIME PAY	0.00	0.00	0.00	0.00	0.00
247-298.000-702.0003	LONGEVITY	0.00	0.00	0.00	0.00	0.00
247-298.000-706.0000	LABOR BURDEN	0.00	0.00	0.00	0.00	0.00
247-298.000-706.0001	FICA	1,650.00	385.17	101.11	1,264.83	23.34
247-298.000-706.0002	HOSPITALIZATION	4,710.00	0.00	0.00	4,710.00	0.00
247-298.000-706.0007	WORKER'S COMPENSATION	70.00	19.37	5.09	50.63	27.67
247-298.000-706.0012	RETIREMENT-DEF CONTR EMPLR	2,050.00	0.00	0.00	2,050.00	0.00
247-298.000-706.0013	RET HLTH SVGS CONTR EMPLR	690.00	0.00	0.00	690.00	0.00
PERSONNEL SERVICES		30,660.00	6,571.26	1,726.19	24,088.74	21.43

REVENUE AND EXPENDITURE REPORT
PERIOD ENDING 10/31/2021

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 10/31/2021	ACTIVITY FOR MONTH 10/31/2021	AVAILABLE BALANCE	% BDGT USED
Fund 247 - PRINCIPAL SHOPPING DISTRICT						
Expenditures						
Total Dept 298.000 - PUBLIC RELATIONS		30,660.00	6,571.26	1,726.19	24,088.74	21.43
Dept 441.005 - DOWNTOWN MAINTENANCE						
PERSONNEL SERVICES						
247-441.005-702.0001	SALARIES & WAGES DIRECT	57,440.00	21,751.05	4,970.88	35,688.95	37.87
247-441.005-702.0002	OVERTIME PAY	27,770.00	9,206.80	2,069.71	18,563.20	33.15
247-441.005-702.0003	LONGEVITY	340.00	0.00	0.00	340.00	0.00
247-441.005-702.0004	HOLIDAY PAY	0.00	0.00	0.00	0.00	0.00
247-441.005-706.0000	LABOR BURDEN	0.00	0.00	0.00	0.00	0.00
247-441.005-706.0001	FICA	6,810.00	2,308.42	523.20	4,501.58	33.90
247-441.005-706.0002	HOSPITALIZATION	12,510.00	3,733.50	749.81	8,776.50	29.84
247-441.005-706.0003	LIFE INSURANCE	200.00	100.42	25.30	99.58	50.21
247-441.005-706.0004	RETIRE CONTRIB HEALTH	8,840.00	2,427.27	606.45	6,412.73	27.46
247-441.005-706.0005	DENTAL/OPTICAL	660.00	220.68	65.69	439.32	33.44
247-441.005-706.0006	LT/ST DISABILITY	670.00	225.50	58.06	444.50	33.66
247-441.005-706.0007	WORKER'S COMPENSATION	1,640.00	540.22	120.89	1,099.78	32.94
247-441.005-706.0008	SICK TIME PAYOUT	0.00	0.00	0.00	0.00	0.00
247-441.005-706.0009	DEFERRED COMPENSATION	0.00	0.00	0.00	0.00	0.00
247-441.005-706.0010	RETIREMENT EMPLOYER CNTB	9,610.00	3,081.00	770.25	6,529.00	32.06
247-441.005-706.0011	HRA BENEFIT	100.00	0.00	0.00	100.00	0.00
247-441.005-706.0012	RETIREMNT-DEF CONTR EMPPLR	2,340.00	2,071.21	536.83	268.79	88.51
247-441.005-706.0013	RET HLTH SVGS CONTR EMPPLR	1,040.00	662.11	165.21	377.89	63.66
Total Dept 441.005 - DOWNTOWN MAINTENANCE		129,970.00	46,328.18	10,662.28	83,641.82	35.65
PERSONNEL SERVICES						
OTHER CHARGES						
247-441.005-941.0000	EQUIPMENT RENTAL OR LEASE	43,000.00	18,746.07	3,778.51	24,253.93	43.60
Total Dept 441.005 - DOWNTOWN MAINTENANCE		43,000.00	18,746.07	3,778.51	24,253.93	43.60
Dept 748.000 - PRINCIPAL SHOPPING DISTRICT						
PERSONNEL SERVICES						
247-748.000-702.0001	SALARIES & WAGES DIRECT	242,220.00	68,324.82	16,312.45	173,895.18	28.21
247-748.000-702.0002	OVERTIME PAY	0.00	76.66	0.00	(76.66)	100.00
247-748.000-702.0003	LONGEVITY	0.00	0.00	0.00	0.00	0.00
247-748.000-706.0000	LABOR BURDEN	0.00	0.00	0.00	0.00	0.00
247-748.000-706.0001	FICA	18,530.00	5,165.35	1,230.54	13,364.65	27.88
247-748.000-706.0002	HOSPITALIZATION	37,340.00	4,429.59	1,159.58	32,910.41	11.86
247-748.000-706.0003	LIFE INSURANCE	950.00	276.34	72.34	673.66	29.09
247-748.000-706.0004	RETIRE CONTRIB HEALTH	6,420.00	2,140.00	535.00	4,280.00	33.33
247-748.000-706.0005	DENTAL/OPTICAL	1,700.00	0.00	0.00	1,700.00	0.00
247-748.000-706.0006	LT/ST DISABILITY	1,020.00	238.06	62.32	781.94	23.34
247-748.000-706.0007	WORKER'S COMPENSATION	760.00	319.99	77.70	440.01	42.10
247-748.000-706.0008	SICK TIME PAYOUT	0.00	0.00	0.00	0.00	0.00
247-748.000-706.0010	RETIREMENT EMPLOYER CNTB	8,140.00	2,713.32	678.33	5,426.68	33.33
247-748.000-706.0011	HRA BENEFIT	0.00	0.00	0.00	0.00	0.00
247-748.000-706.0012	RETIREMNT-DEF CONTR EMPPLR	10,770.00	2,512.41	657.70	8,257.59	23.33
247-748.000-706.0013	RET HLTH SVGS CONTR EMPPLR	1,820.00	534.80	140.00	1,285.20	29.38
Total Dept 748.000 - PRINCIPAL SHOPPING DISTRICT		329,670.00	86,731.34	20,925.96	242,938.66	26.31

REVENUE AND EXPENDITURE REPORT
PERIOD ENDING 10/31/2021

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 10/31/2021	ACTIVITY FOR MONTH 10/31/2021	AVAILABLE BALANCE	% BDGT USED
Fund 247 - PRINCIPAL SHOPPING DISTRICT						
Expenditures						
OTHER CHARGES						
247-748.000-801.0200	LEGAL SERVICES	3,000.00	1,336.50	420.75	1,663.50	44.55
247-748.000-802.0100	AUDIT	760.00	471.75	356.75	288.25	62.07
247-748.000-811.0000	OTHER CONTRACTUAL SERVICE	2,000.00	400.00	100.00	1,600.00	20.00
247-748.000-828.0300	PARKING VALET SERVICES	15,000.00	0.00	0.00	15,000.00	0.00
247-748.000-829.0100	SNOW REMOVAL CONTRACT	59,000.00	10,700.00	10,700.00	48,300.00	18.14
247-748.000-829.0200	WEB SITE MAINTENANCE	10,000.00	1,762.50	0.00	8,237.50	17.63
247-748.000-851.0000	TELEPHONE	1,750.00	296.13	116.15	1,453.87	16.92
247-748.000-901.0000	PRINTING & PUBLISHING	0.00	0.00	0.00	0.00	0.00
247-748.000-901.0400	MARKETING & ADVERTISING	150,000.00	25,323.11	5,674.50	124,676.89	16.88
247-748.000-901.0500	PUBLIC RELATIONS	10,000.00	1,745.24	245.24	8,254.76	17.45
247-748.000-903.0000	TENANT RECRUITMENT	100,000.00	37,100.82	2,730.83	62,899.18	37.10
247-748.000-904.0000	PRINTING PSD MAGAZINE	60,000.00	18,000.00	18,000.00	42,000.00	30.00
247-748.000-909.0000	SPECIAL EVENTS	200,000.00	75,653.51	43,526.61	124,346.49	37.83
247-748.000-933.0200	EQUIPMENT MAINTENANCE	1,200.00	155.13	155.13	1,044.87	12.93
247-748.000-935.0200	MAINTENANCE SHOPPING DIST	70,000.00	5,850.50	2,145.32	64,149.50	8.36
247-748.000-941.0000	EQUIPMENT RENTAL OR LEASE	0.00	0.00	0.00	0.00	0.00
247-748.000-942.0000	COMPUTER EQUIPMENT RENTAL	23,620.00	7,873.32	1,968.33	15,746.68	33.33
247-748.000-944.0000	BUILDING OR FACILITY RENT	12,000.00	4,000.00	1,000.00	8,000.00	33.33
247-748.000-955.0100	TRAINING	1,000.00	0.00	0.00	1,000.00	0.00
247-748.000-955.0300	MEMBERSHIP & DUES	1,600.00	1,657.95	1,130.00	(57.95)	103.62
247-748.000-955.0400	CONFERENCES & WORKSHOPS	3,000.00	550.00	0.00	2,450.00	18.33
247-748.000-957.0400	LIAB INSURANCE PREMIUMS	4,500.00	1,500.00	375.00	3,000.00	33.33
247-748.000-962.0000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
OTHER CHARGES		728,430.00	194,376.46	88,644.61	534,053.54	26.68
SUPPLIES						
247-748.000-727.0000	POSTAGE	3,000.00	0.00	0.00	3,000.00	0.00
247-748.000-729.0000	OPERATING SUPPLIES	3,500.00	307.71	51.40	3,192.29	8.79
247-748.000-799.0000	EQUIPMENT UNDER \$5,000	0.00	0.00	0.00	0.00	0.00
SUPPLIES		6,500.00	307.71	51.40	6,192.29	4.73
CAPITAL OUTLAY						
247-748.000-972.0000	FURNITURE	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY		0.00	0.00	0.00	0.00	0.00
Total Dept 748.000 - PRINCIPAL SHOPPING DISTRICT		1,064,600.00	281,415.51	109,621.97	783,184.49	26.43
TOTAL EXPENDITURES		1,268,230.00	353,061.02	125,788.95	915,168.98	27.84
Fund 247 - PRINCIPAL SHOPPING DISTRICT:						
TOTAL REVENUES		1,268,230.00	89,656.10	66,421.99	1,178,573.90	7.07
TOTAL EXPENDITURES		1,268,230.00	353,061.02	125,788.95	915,168.98	27.84
NET OF REVENUES & EXPENDITURES		0.00	(263,404.92)	(59,366.96)	263,404.92	100.00

PRINCIPAL SHOPPING DISTRICT
CASH FLOW
FOR THE MONTH OF OCTOBER 2021

<u>DESCRIPTION</u>	<u>PROJECTED</u>	<u>ACTUAL</u>	<u>VARIANCE</u>
BEGINNING CASH BALANCE	\$ 763,012	\$ 777,964	\$ 14,952
CASH RECEIPTS:			
Special Assessments	-	1,798	1,798
Interest Income	980	414	(566)
Gift Certificates	-	-	-
Advisory Parking Committee	-	-	-
Special Event Revenue	<u>1,000</u>	<u>64,210</u>	<u>63,210</u>
Sub-total cash receipts	1,980	66,422	64,442
CASH DISBURSEMENTS:			
OFFICE DISBURSEMENTS			
PSD Personnel Costs	25,445	20,926	4,519
727.0000 Postage	400	-	400
729.0000 Supplies	280	38	242
801.0200 Legal	250	396	(146)
802.0100 Audit	330	357	(27)
811.0000 Other Contractual Service	-	100	(100)
933.0200 Equipment Maintenance	-	155	(155)
851.0000 Telephone	150	90	60
955.0100 Training	80	-	80
955.0300 Memberships & Dues	-	825	(825)
955.0400 Conferences & Workshops	-	-	-
942.0000 Computer Equipment Rental	1,968	1,968	-
957.0400 Liability Insurance	375	375	-
944.0000 Building Rent	<u>1,000</u>	<u>1,000</u>	<u>-</u>
Sub-total Office Disbursements	30,278	26,230	4,048
PROGRAM DISBURSEMENTS			
DPS Downtown Maintenance	6,210	14,441	(8,231)
Promotion Personnel Costs	2,320	1,726	594
828.0300 Valet Services	-	-	-
829.0100 Snow Removal	-	-	-
935.0200 Maintenance PSD	5,000	2,146	2,854
901.0400 Marketing & Advertising	7,000	1,250	5,750
901.0500 Public Relations	1,000	245	755
903.0000 Tenant Recruitment	8,330	14,433	(6,103)
909.0000 Special Events	24,000	26,209	(2,209)
904.0000 PSD Magazine	30,000	-	30,000
829.0200 Web Site Maintenance	-	588	(588)
Sub-total Program Disbursements	<u>83,860</u>	<u>61,038</u>	<u>22,822</u>
Total Disbursements	114,138	87,268	26,870
INCREASE (DECREASE) IN CASH BALANCE	<u>(112,158)</u>	<u>(20,846)</u>	<u>91,312</u>
ENDING CASH BALANCE	\$ <u>650,854</u>	\$ <u>757,118</u>	\$ <u>106,264</u>

PRINCIPAL SHOPPING DISTRICT
ACTUAL CASH FLOW
FOR THE FOUR MONTHS ENDED OCTOBER 2021

DESCRIPTION	PROJECTED	ACTUAL	VARIANCE
BEGINNING CASH BALANCE	\$ 1,002,321	\$ 961,786	\$ (40,535)
CASH RECEIPTS:			
Special Assessments	13,830	66,966	53,136
Interest Income	4,510	1,365	(3,145)
Gift Certificates	-	150	150
Advisory Parking Committee	-	-	-
Special Event Revenue	<u>77,000</u>	<u>87,982</u>	<u>10,982</u>
Sub-total cash receipts	95,340	156,463	61,123
CASH DISBURSEMENTS:			
OFFICE DISBURSEMENTS			
PSD Personnel Costs	113,945	101,045	12,900
727.0000 Postage	800	-	800
729.0000 Supplies	1,260	326	934
801.0200 Legal	1,000	1,411	(411)
802.0100 Audit	660	472	188
811.0000 Other Contractual Service	-	400	(400)
933.0200 Equipment Maintenance	300	209	91
851.0000 Telephone	580	410	170
955.0100 Training	330	-	330
955.0300 Memberships & Dues	400	1,355	(955)
955.0400 Conferences & Workshops	1,250	550	700
942.0000 Computer Equipment Rental	7,872	7,872	-
957.0400 Liability Insurance	1,500	1,500	-
944.0000 Building Rent	<u>4,000</u>	<u>4,000</u>	<u>-</u>
Sub-total Office Disbursements	133,897	119,550	14,347
PROGRAM DISBURSEMENTS			
DPS Downtown Maintenance	60,650	72,199	(11,549)
Promotion Personnel Costs	10,690	7,732	2,958
828.0300 Valet Services	-	-	-
829.0100 Snow Removal	-	-	-
935.0200 Maintenance PSD	29,600	19,206	10,394
901.0400 Marketing & Advertising	45,000	24,952	20,048
901.0500 Public Relations	3,000	1,745	1,255
903.0000 Tenant Recruitment	33,320	42,737	(9,417)
909.0000 Special Events	69,000	70,659	(1,659)
904.0000 PSD Magazine	60,000	-	60,000
829.0200 Web Site Maintenance	<u>1,650</u>	<u>2,351</u>	<u>(701)</u>
Sub-total Program Disbursements	<u>312,910</u>	<u>241,581</u>	<u>71,329</u>
Total Disbursements	446,807	361,131	85,676
INCREASE (DECREASE) IN CASH BALANCE	<u>(351,467)</u>	<u>(204,668)</u>	<u>146,799</u>
ENDING CASH BALANCE	<u>\$ 650,854</u>	<u>\$ 757,118</u>	<u>\$ 106,264</u>

CITY OF BIRMINGHAM
PRINCIPAL SHOPPING DISTRICT
CASH FLOW ANALYSIS
JULY 2021 TO JUNE 2022

DESCRIPTION	ACTUAL		PROJECTED										Total 21-22
	JULY 2021	AUGUST 2021	SEPTEMBER 2021	OCTOBER 2021	NOVEMBER 2021	DECEMBER 2021	JANUARY 2022	FEBRUARY 2022	MARCH 2022	APRIL 2022	MAY 2022	JUNE 2022	
BEGINNING CASH BALANCE	961,786	910,945	875,667	777,964	757,118	702,160	595,452	926,739	1,362,561	1,294,112	1,227,263	1,128,664	961,786
CASH RECEIPTS:													
2020 Assessment	19,313	45,855	-	1,798	-	1,000	1,000	1,000	-	-	7,210	-	77,178
2021 Assessment	-	-	-	-	-	51,550	463,920	505,160	10,300	-	-	-	1,030,930
Special Assessments	19,313	45,855	-	1,798	-	52,550	464,920	506,160	10,300	-	7,210	-	1,108,106
Interest Income	(81)	750	282	414	850	770	630	1,050	1,610	1,530	1,440	1,310	10,555
Gift Certificates	150	-	-	-	-	-	-	-	-	-	-	-	150
Advisory Parking Committee	-	-	-	-	25,000	-	-	-	-	-	-	-	25,000
Special Event Revenue	7,062	13,190	3,520	64,210	10,000	5,000	1,000	300	-	1,700	3,000	2,000	110,982
Sub-total cash receipts	26,444	59,795	3,802	66,422	35,850	58,320	466,550	507,510	11,910	3,230	11,650	3,310	1,254,793
CASH DISBURSEMENTS:													
OFFICE DISBURSEMENTS:													
PSD Personnel Costs	32,749	22,606	24,764	20,926	25,445	25,445	37,610	25,445	25,445	25,445	25,445	25,445	316,770
Postage	-	-	-	-	400	400	-	-	-	400	400	600	2,200
Supplies	10	77	201	38	280	280	280	280	280	280	280	280	2,566
Legal	-	495	520	396	250	250	250	250	250	250	250	250	3,411
Audit	-	-	115	357	100	100	-	-	-	-	-	-	572
Other Contractual Service	-	200	100	100	-	-	-	-	-	-	-	2,000	2,400
Equipment Maintenance	54	-	-	155	-	300	-	-	300	-	-	300	1,109
Telephone	90	140	90	90	140	150	140	150	140	150	150	150	1,580
Training	-	-	-	-	80	90	80	80	90	80	80	90	670
Memberships & Dues	-	40	490	825	400	-	130	30	-	270	370	-	2,555
Conferences & Workshops	-	-	550	-	-	-	700	250	-	400	-	100	2,300
Computer Equipment Rental	1,968	1,968	1,968	1,968	1,968	1,968	1,968	1,968	1,968	1,969	1,969	1,969	23,620
Liability Insurance	375	375	375	375	375	375	375	375	375	375	375	375	4,500
Building Rent	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Sub-total Office Disbursements	36,246	26,901	30,173	26,230	30,338	30,658	42,533	29,828	29,849	30,219	30,719	32,559	376,253
PROGRAM DISBURSEMENTS													
DPS Downtown Maintenance	22,525	16,131	19,102	14,441	23,120	23,120	18,520	6,210	6,210	6,210	6,210	22,720	184,519
Promotion Personnel Costs	2,554	1,726	1,726	1,726	2,320	2,320	3,730	2,320	2,320	2,320	2,320	2,320	27,702
Valet Services	-	-	-	-	-	7,500	7,500	-	-	-	-	-	15,000
Show Removal	-	-	-	-	5,000	7,000	14,000	14,000	14,000	5,000	-	-	59,000
Maintenance PSD	-	16,422	638	2,146	1,400	1,400	8,000	8,000	8,000	7,000	8,000	8,000	59,606
Marketing & Advertising	-	10,583	13,119	1,250	5,000	20,000	20,000	10,000	10,000	10,000	15,000	15,000	129,952
Public Relations	-	1,500	-	245	1,000	1,000	1,000	1,000	-	1,000	1,000	1,000	8,745
Tenant Recruitment	-	11,026	17,278	14,433	8,330	8,330	8,330	8,330	8,330	8,330	8,330	8,370	109,417
Special Events	15,960	9,549	18,941	26,209	14,000	62,000	10,000	-	-	-	37,000	8,000	201,659
PSD Magazine	-	-	-	-	-	-	-	-	-	-	-	-	-
Web Site Maintenance	-	1,235	528	588	1,700	1,700	1,650	-	1,650	-	1,650	-	10,701
Sub-total Program Disbursements	41,039	68,172	71,332	61,038	60,470	134,370	92,730	41,860	50,510	39,860	79,510	65,410	806,301
Total Disbursements	77,285	95,073	101,505	87,268	90,808	165,028	135,263	71,688	80,359	70,079	110,229	97,969	1,182,554
INCREASE (DECREASE) IN CASH BALANCE	(50,841)	(35,278)	(97,703)	(20,846)	(54,958)	(106,708)	331,287	435,822	(68,449)	(66,849)	(98,579)	(94,659)	72,239
ENDING CASH BALANCE	910,945	875,667	777,964	757,118	702,160	595,452	926,739	1,362,561	1,294,112	1,227,263	1,128,664	1,034,025	1,034,025



Birmingham Shopping District
Meeting Date: 12/02/2021
151 Martin Street
Birmingham, MI 48009
248-530-1200
ALLINBirmingham.com

MEMORANDUM

DATE: November 29, 2021
TO: Birmingham Shopping District Board
FROM: Sean Kammer, Executive Director
SUBJECT: Executive Director's Report

Gateway Signage Committee

The Gateway Signage Committee had its first meeting on Monday, November 8. It established the committee's purpose and a tentative timeline to generate final recommendations by March 2022. The next meeting of the committee will be on Monday, December 6, at which the committee will discuss the plans for the Haynes Square area in the draft Master Plan, recommendations for updates to the 2004 Signage and Wayfinding Study, and possible designs for the site of a monument at South Old Woodward and Woodward Avenue.

Community Outreach

Executive Director met with the Chamber leadership to discuss sponsorship opportunities for 2022. On Thursday, November 18, Executive Director addressed the chamber board at their monthly meeting at the library.

Restaurant Week Planning

A meeting of restaurant owners to plan the 2022 Restaurant Week was postponed due to schedule conflicts. It is hoped a new date and time can be established after Winter Markt.

Brand Book Updates

The BSD's brand book has been updated with the styles contained in the BSD website.

Tenant Mix Analysis

Staff is working on the tenant mix analysis, however given the intensity of the workload with events, capacity has been limited. It is expected that the completed analysis will be ready to present to the board at the January board meeting.

Respectfully submitted,

Sean Kammer
Executive Director



Special Events Committee

November 12, 2021

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

The Shopping District

Staff: Brook, Kammer, Galli

1. Welcome and Introductions

PRESENT: Astrein, Cummings, Hussey, Kay, Knight, Lipari, Pohlod

ABSENT: Fehan, Solomon

ADMINISTRATION: Brook, Kammer, Galli

GUEST: Stuart Jeffares

2. Holiday Events

a. Small Business Saturday – November 27th

- i. Santa Walk will welcome Santa to town and kick-off Santa visits.
- ii. Complimentary hot chocolate at the corner of Maple & Old Woodward
- iii. Complimentary carriage rides
- iv. Free parking in the structures all day

b. Weekend activities will include Santa visits, carriage rides, the scavenger hunt and Saturday treats at the corner of Maple & Old Woodward

c. Winter Market

- i. Approximately 50 vendors have been approved
- ii. We discussed reaching out to non-profits regarding them potentially running a beer/gluhwein tent

d. Birmingham Bucks giveaways

- i. We will use a person wearing a large blow-up dinosaur to wander the downtown area on weekends and giveaway approximately ninety \$25 Birmingham Bucks to lucky shoppers.

3. 2022 Events

- a. The committee discussed adding an Art Walk to the 2022 calendar of events. There has also been discussion of a Chalk Walk. Brook will work to schedule a meeting with representatives from our committee as well as representatives from the Public Arts Board to look into collaborating on an art event.

NEXT MEETING: January 14, 2021

2021-22 Budget: \$200,000

Remaining balance after December vouchers: \$55,782



Marketing & Advertising Committee Meeting

November 16, 2021 8:30AM

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

Staff: Kammer, Bassett

1. Welcome and Introductions

PRESENT: Pohold, Kay

ADMINISTRATION: Bassett

GUEST: SEEN Media: Gill

2. Holiday Video

SEEN media created 07, 15, 30 and 60 versions of the holiday video for use in the holiday campaign and on the BSD website and social media.

3. Holiday Advertising Campaign Update

The committee reviewed the holiday advertising campaign which includes a mix of broadcast (TV, radio), digital, print and targeted social media advertising. The campaign runs from November 22 through the end of December. The media plan will utilize all cruise contract advertising from WXYZ and WOMC.

4. Dining, Retail and Spa Guides

New guides were created in November and are being distributed to all businesses in the BSD.

5. Social Media Impact Report

The committee reviewed the social media report. Top posts included human interest, community icon and holiday events content.

6. Marketing Plan Development for South Old Woodward Construction

The committee is creating a plan to include Birmingham Bucks, findable software, social media and more to promote businesses affected by construction. Marketing committee will coordinate with the Maintenance and Capital Improvements committee to work on parking/valet options. Marketing committee will coordinate with the Special Events committee to coordinate a series of potential events including "Touch a Truck" prior to construction start and a Grand Opening once complete.

7. 2022 HOUR Guest Guide

The committee is advertising in the 2022 HOUR Guest Guide, a hardcover annual publication distributed across the state of Michigan. BSD advertising will focus on retail and restaurants with QR codes to both the retail and dining guides on our website.

8. Workforce Attraction

The committee discussed the ongoing issues some merchants continue to face in finding employees. The committee is coordinating with the Chamber to explore programs to assist with workforce attraction, including addressing incentives for employees, assistance with parking, retooling the employee discount program, access to childcare, hosting a job fair and other methods, with potential roll out in March and September.

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

Marketing 2021-22 Budget: \$150,000

Remaining balance after December vouchers: \$105,776

Magazine 2021-22 Budget: \$60,000

Remaining balance after December vouchers: \$26,120

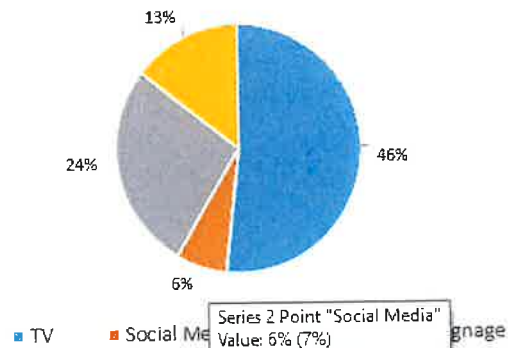
2021 Holiday Advertising

PRINT ADVERTISING
Eagle
Downtown Publications
Grosse Pointe News (Holiday Gift Guide Insert)
Broadway in Detroit Season Programs
PRINT TOTAL
DIGITAL ADVERTISING
Metro Parent Digital
Oakland County Moms
Little Guide Detroit
Clickondetroit.com (WDIV) - Preroll and Digital Display
Audacy Cross Device Digital Ads
iHeart Geo Targeting (Apps, retargeting, Location)
Grosse Pointe News website
DIGITAL TOTAL
TOTAL

BROADCAST AND SOCIAL
WXYZ Channel 7
WDIV Channel 4
GSTV
CBS
Comcast
iHeart (OTT - Roku, Amazon Fire, Apple TV, Etc)
TV TOTAL
Audacy (WYCD, WDZH, Radio.com, W/WJ 950 TWIN)
iHeart (Channel 955, 100.3 WOMC, Streaming)
Michigan Radio/NPR
RADIO TOTAL
Audacy (Targeted Social)
Social Media Influencer
Boosted Social
SOCIAL MEDIA TOTAL
TOTAL

SIGNAGE
Kiosk Posters
Logical Solutions Cards and Posters
Park Posters - 4
11x17 Merchant Posters
Billboards
TOTAL

2021 Holiday Advertising Media Spend





Maintenance/Capital Improvement Committee December Report

No Meeting Held

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

Staff: Kammer, Wood, Laird, McGaughey

1. Worry Free reduced the price of the decorative holiday barrels from \$5,600 to \$4,000. Installation of the holiday barrels is complete.
2. All downtown holiday decorations are installed.
3. Holiday tree and holiday decorations in Shain Park are installed.
4. First payment made to Nick's Maintenance for snow removal contract has been made. They are confirmed ready to respond to snow events.
5. 35975 Woodward Avenue, a newly constructed building in the Shopping District at the corner of Oak Avenue and Woodward Avenue, has been added to the snow removal route.

NEXT MEETING: Tuesday, December 14, 2021 at 8:30 a.m.

2021-22 Budget: \$70,000

Remaining balance December vouchers: \$36,869

Snow removal 2021-22 Budget: \$59,000

Remaining balance after December vouchers: \$37,600



Business Development Committee

November 29, 2021 8:30 AM

**Members: Surnow (Chair), McKenzie (Co-Chair),
Hockman, Quintal**

Staff: Kammer

1. Welcome and Introductions

PRESENT: McKenzie, Hockman, Surnow

ABSENT: Quintal

ADMINISTRATION: Kammer

GUESTS: Cindy Ciura, CC Consulting

2. Recruitment Activity

Ciura updated the committee on the Pipeline report.

- i. Lease negotiations for site at Maple and N. Old Woodward are ongoing.
- ii. Tenant expected to sign lease for 277 Pierce Development.
- iii. Available space for retail is becoming scarce.

3. Retention Activity

Kammer stated that given that existing available space is becoming scarce, the BSD should shift focus to business retention activities. Kammer indicated that the existing contract with CC Consulting includes business retention.

Committee would like a copy of the business database used for the tenant mix analysis. Kammer indicated that determining the mix is a function of manual data entry and staff capacity, but determining the ideal tenant mix is complicated and can be subjective.

Committee would like to see programs developed around business retention.

4. Business Anniversaries

Upcoming business anniversaries to be recognized include Crimson Rose Antiques, Dick O'Dow's, and Ethan Allen.

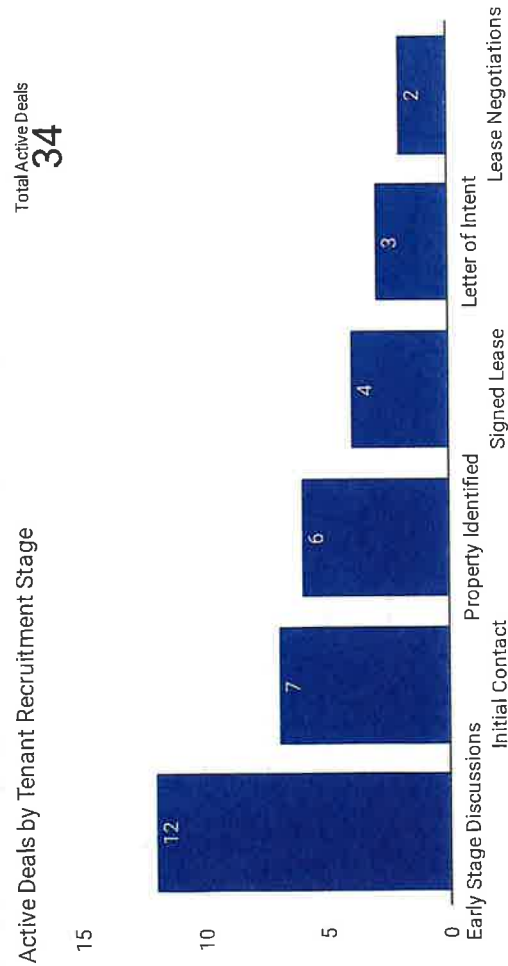
NEXT MEETING: Thursday, December 23, 2021 at 8:30 a.m.

2021-22 Budget: \$100,000

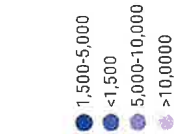
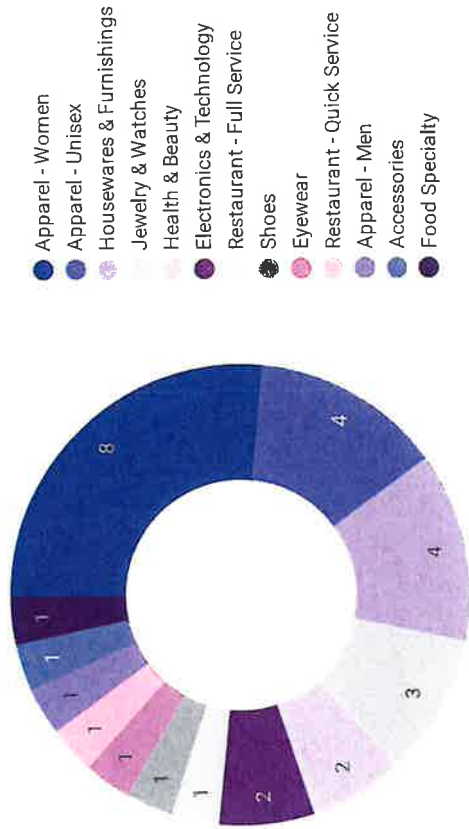
Remaining balance after November vouchers: \$50,407

Select Date Range:

Jan 1, 2020 - Nov 30, 2021



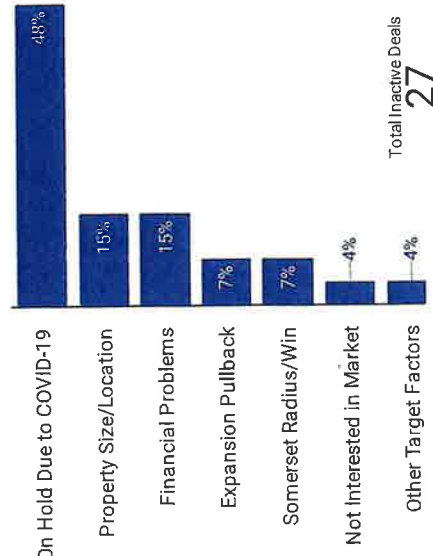
Active Deals by Tenant Type



Active Deals with Signed Letter of Intent

	Tenant Type	Tenant Profile	Target Opening Date	Target Square Footage	Street Location	Stage	Most Recent Tracking Date
1.	Health & Beauty	National	0-6 Months	1,500-5,000	N Old Woodward	Lease Negotiations	Oct 27, 2021
2.	Restaurant - Full Service	National	6-12 Months	5,000-10,000	W Merrill	Letter of Intent	Oct 27, 2021
3.	Jewelry & Watches	National	0-6 Months	1,500-5,000	Pierce	Letter of Intent	Oct 27, 2021
4.	Restaurant - Quick Service	Local	0-6 Months	1,500-5,000	Pierce	Letter of Intent	Sep 24, 2021
5.	Apparel - Athletic	National	0-6 Months	<1,500	W Maple	Signed Lease	Aug 24, 2021
6.	Apparel - Unisex	National	0-6 Months	1,500-5,000	S Old Woodward	Signed Lease	Aug 24, 2021
7.	Housewares & Furnishings	National	12-24 Months	5,000-10,000	N Old Woodward	Lease Negotiations	Jun 23, 2021
8.	Apparel - Women	National	0-6 Months	1,500-5,000	S Old Woodward	Signed Lease	Mar 23, 2021
9.	Housewares & Furnishings	National	12-24 Months	>10,000	Old Woodward & Brown	Signed Lease	Feb 24, 2021

Why Was an Opportunity Lost/Withdrawn?



27
Total Inactive Deals

SCHEDULED TO OPEN/OPENED IN LAST 12 MONTHS

DECEMBER 2021

Office Occupancy Rate 88%

Retail Occupancy Rate 96%

Name of Business	Property Address	Street Name	Notes	Date of notification	Scheduled to Open/Moved/Closed/Opened in last 12 months
Majda Diamond Vault	230	Merrill Street, East	Jeweler	10/28/21	Scheduled to Open
Circa Lighting	250	Merrill Street	Home	08/27/21	Scheduled to Open
Cosmo Salon Studios	255	Old Woodward, South	Salon	08/27/21	Scheduled to Open
Clean Juice	148	Pierce Street	Juice bar	11/01/20	Scheduled to Open
State & Liberty	141	Maple Road, West	Apparel - Men	11/23/21	Opened
Mare Mediterranean	115	Willits Street	Restaurant	11/01/21	Opened
The Great Eros	245	Maple Road, West	Apparel - Women	10/28/21	Opened
Röre Method	700	Old Woodward, North	Health/Fitness	09/16/21	Opened
Lux Travel Girl	114	Old Woodward, South	Travel	08/26/21	Opened
Sushi Japan	176	Old Woodward, South	Restaurant	08/01/21	Opened
Tappers Gold Exchange	251	Merrill Street, East	Jeweler	08/01/21	Opened
DiMaggio Fine Art & Jewelry	175	Maple Road, West	Jeweler	08/01/21	Opened
American Epoxy Systems	363	Maple Road, East	Home	06/21/21	Opened
The Shade Store	142	Old Woodward, South	Home furnishings	06/21/21	Opened
Vestalia Home	794	Old Woodward, North	Home furnishings	06/21/21	Opened
Mandy Rose Makeup	280	Merrill Street, East	Salon	06/08/21	Opened
Area Rugs	202	Maple Road, East	Home furnishings - rugs	05/15/21	Opened
Beauty Fusion Aesthetics	555	Old Woodward, South, Suite 20U	Salon/Spa	04/29/21	Opened
Birmingham Pub	555	Old Woodward, South	Restaurant	04/29/21	Opened
Birmingham Bridal	534	Old Woodward, North	Bridal	02/09/21	Opened

SCHEDULED TO OPEN/OPENED IN LAST 12 MONTHS

DECEMBER 2021

Office Occupancy Rate 88%

Retail Occupancy Rate 96%

Name of Business	Property Address	Street Name	Notes	Date of notification	Scheduled to Open/Moved/Closed/Opened in last 12 months
Fruition Acai & Juice Bar	856	Old Woodward, North	Coffee café	02/09/21	Opened
David Abraham Custom Clothiers	261	Maple Road, East	Tailor	02/09/21	Opened
The Lash Lounge	856	Old Woodward, North	Salon/Spa	02/09/21	Opened
The Suit Bar	155	Bates Street, South	Apparel - Men	02/09/21	Opened
James & Bloom	146	Maple Road, West	Cabinetry & Flooring	02/09/21	Opened
Perch 313	640	Old Woodward, North	Rugs, home décor	02/09/21	Opened
Craig Ryan Fine Clothiers	147	Pierce Street	Apparel - Men	01/22/21	Opened

MONTHLY PARKING PERMIT & ACTIVITY REPORT

For the month of: October 2021

Date Compiled: November 15, 2021

Space Count	Pierce	Park	Peabody	N.Old Wood	Chester	Lot #6	Lot #6 econ	Lot A & C	Lot B	Total
1 Total Garage Spaces	706	811	437	745	880					3579
2 Total Hangtag Lot Spaces						174	79	8	40	301
3 Garage Monthly Permits Authorized	676	845	486	881	1218					4106
4 Hangtag Lot Quarterly Permits Authorized						177	40	8	30	255

Permits Issued	\$70 Pierce	\$70 Park	\$70 Peabody	\$70 N.Old Wood	\$50 Chester	\$210 Lot #6	\$150 Lot #6 econ	\$180 Lot A & C	\$105 Lot B	Total
5 Garage permits issued end of previous month	700	840	475	741	1192					3948
6 Hangtags issued end of previous quarter						136	34	0	6	176
7 Garage permits issued end of current month	615	818	486	780	1134					3833
8 Hangtags issued end of current quarter						74	20	0	2	96
9 Garage permits available	61	27	0	101	84					273
10 Hangtags available						103	20	8	28	159

Waiting List	Pierce	Park	Peabody	N.Old Wood	Chester	Lot #6	Lot #6 econ	Lot A & C	Lot B	Total
11 On Wait List - end of month*	162	157	70	133	101	0	0	0	0	623
On Wait List-Unique Individuals**										346
Total On Wait List										969

Data from peak period of 2pm	Pierce	Park	Peabody	N.Old Wood	Chester	Lot #6	Lot #6 econ	Lot A & C	Lot B	Total
12 Transient parker occupied	227	129	262	100	53	N/A	N/A	N/A	N/A	771
13 Monthly parker occupied	232	220	55	283	244	N/A	N/A	N/A	N/A	1034
14 Total parker occupied	459	349	317	383	297	N/A	N/A	N/A	N/A	1805
15 Total spaces available at	247	462	120	362	583	N/A	N/A	N/A	N/A	1774
16 Percentage occupied	65%	43%	73%	51%	34%					50%

* Removed evening parking passes from permits available

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

SP+ PARKING

Birmingham Parking System Transient & Free Parking Analysis Months of October 2019, 2020 & 2021

October 2019

GARAGE	TOTAL CARS	FREE CARS	CASH REVENUE	% FREE
PEABODY	18,441	9,617	\$41,600.04	52%
PARK	21,625	7,865	\$67,022.02	36%
CHESTER	6,715	2,507	\$37,853.11	37%
WOODWARD	13,548	6,137	\$40,892.02	45%
PIERCE	24,727	10,431	\$72,624.07	42%
TOTALS	85,056	36,557	\$ 259,991.26	43%

October 2020

GARAGE	TOTAL CARS	FREE CARS	CASH REVENUE	% FREE
PEABODY**	9,331	9,331	\$ 108.00	100%
PARK**	11,415	11,415	\$ 21,120.00	100%
CHESTER**	3,267	3,267	\$ -	100%
WOODWARD**	8,165	8,165	\$ -	100%
PIERCE**	18,453	18,453	\$ 48.00	100%
TOTALS	50,631	50,631	\$ 21,276.00	100%

October 2021

GARAGE	TOTAL CARS	FREE CARS	CASH REVENUE	% FREE
PEABODY	17,462	13,491	\$ 21,102.00	77%
PARK	22,431	14,553	\$ 41,674.00	65%
CHESTER	10,692	9,322	\$ 8,092.00	87%
WOODWARD	17,461	12,563	\$ 30,368.00	72%
PIERCE	29,998	16,863	\$ 81,221.00	56%
TOTALS	98,044	66,792	\$ 182,457.00	68%

BREAKDOWN:	TOTAL CARS	13%
Compare	FREE CARS	45%
19/21	CASH REVENUE	-30%

**All Gates up starting March 17, 2020 for free parking. July 2020 car counts are based passages only.
2020 Cash Revenue from validation accounts catching up on previous bills prior to COVID-19.

Birmingham Principal Shopping District Board

Voucher List For: 12/02/2021

Early Release Vendor	Description	Account	Amount
ALEXANDER GREEN	WINTER MARKT	SPECIAL EVENTS	33.00
AMAZON CAPITAL SERVICES INC	MISC OFFICE SUPPLIES	OPERATING SUPPLIES	1,388.57
ART/DESIGN GROUP LTD	ARTWORK FOR BFM, WM, HOLIDAYS AND GENERAL	MARKETING & ADVERTISING	4,406.50
AUDACY OPERATIONS, BERNARD BREWER	SOCIAL MEDIA SANTA PERFORMANCES PAY 2 OF 2	MARKETING & ADVERTISING SPECIAL EVENTS	3,500.00 805.00
BRONNER'S COMMERCIAL C & G PUBLISHING INC.	SANTA HATS WINTER MARKT ADVERTISING	SPECIAL EVENTS MARKETING & ADVERTISING	128.97 765.10
CC CONSULTING LLC	RETAIL CONSULTING	TENANT RECRUITMENT	2,433.33
DERBY BAND BOOSTERS	PERFORMANCE AT WINTER MARKT	SPECIAL EVENTS	50.00
EDWARD LARSEN	SANTA PERFORMANCES PAY 2 OF 2	SPECIAL EVENTS	776.25
FUSILIER FAMILY FARM & GREENHOUSE	PIE PUMPKINS AND STRAW BALES	SPECIAL EVENTS	510.00
HOME DEPOT CREDIT SERVICES	NEW LOCK FOR SANTA HOUSE	SPECIAL EVENTS	29.97
JAIMI BROOK	LIGHTERS FOR HEATERS	SPECIAL EVENTS	214.72
JOHN C COOK	SOCIAL MEDIA PHOTOGRAPHY	MARKETING & ADVERTISING	200.00
JOSEPH EADIE	SANTA PERFORMANCES PAY 2 OF 2	SPECIAL EVENTS	661.25
KROGER COMPANY	CANDY FOR TRICK OR TREATING AT BFM	SPECIAL EVENTS	32.95
LITTLEGUIDE DETROIT	HOLIDAY ADVERTISING	MARKETING & ADVERTISING	2,000.00
MILES PARTNERSHIP	WEBSITE	WEB SITE MAINTENANCE	587.50
MOSHER & ASSOCIATES LLC	REMOVAL OF SUMMER PLANTS	MAINTENANCE SHOPPING DIST	227.85
MY CONCIERGE MICHIGAN, LLC	HOLIDAY EVENTS, SALONS AND RESTAURANT CARDS	MARKETING & ADVERTISING	2,146.00
NICK'S MAINTENANCE SERVICE	SNOW CLEARING SERVICES AND 1/2 CHRISTMAS LIGHTS	SNOW REMOVAL CONTRACT	12,650.00
OFFICE DEPOT INC	MISC OFFICE SUPPLIES	OPERATING SUPPLIES	58.64
RANDYL LEE WAGNER	SANTA PERFORMANCES PAY 2 OF 3	SPECIAL EVENTS	1,169.17
SALVATORE SCALLOPINI	FARMERS MARKET END OF SEASON POTLUCK	SPECIAL EVENTS	818.40
SEEN MEDIA GROUP	MAGAZINE AD	PRINTING PSD MAGAZINE	15,880.00
SP+ CORPORATION	EMPLOYEE PARKING	OTHER CONTRACTUAL	100.00
TOP HAT & TAILS CARRIAGE CO INC	CARRIAGE RIDES PAY 2 OF 2	SPECIAL EVENTS	5,500.00

Birmingham Principal Shopping District Board

Voucher List For: 12/02/2021

Early Release Vendor	Description	Account	Amount
TURNER RESTORATION	PORTA POTTIES AT BFM	SPECIAL EVENTS	212.14
TURNER SANITATION, INC	PORTA POTTIES AT BFM	SPECIAL EVENTS	133.60
WORRY FREE INC	HOLIDAY PLANTERS PAY 2 OF 2	MAINTENANCE SHOPPING DIST	4,400.00
YIFTEE, INC	PROMOTIONAL DOLLARS	MARKETING & ADVERTISING	800.00
* DAVID C. ALDRICH	REINDEER AT WM	SPECIAL EVENTS	950.00
* ALEXANDER GREEN	FARMERS MARKET	SPECIAL EVENTS	352.00
* BIRMINGHAM PUBLIC	WEST MAPLE AT WM	SPECIAL EVENTS	350.00
* CAROUSEL ACRES INC.	REINDEER DECEMBER 18	SPECIAL EVENTS	650.00
* CLEAR CUT ICE	ICE CARVINGS	SPECIAL EVENTS	1,200.00
* DEUTSCHE SPRACHSCHULE	PERFORMANCE AT WM	SPECIAL EVENTS	50.00
* LAUREL'S PRINCESS PARTIES	PRINCESS AT WINTER MARKT	SPECIAL EVENTS	650.00
* MARIAN HIGH SCHOOL	PERFORMANCE AT WM	SPECIAL EVENTS	50.00
* MICHAEL LAFEVER	CHESTNUTS DURING HOLIDAYS 12/11	SPECIAL EVENTS	950.00
* THE GREAT DECORATE	SPONSORSHIP	SPECIAL EVENTS	2,500.00
* VILLAGE YOUTH THEATRE	PERFORMANCE AT WM	SPECIAL EVENTS	50.00
* YIFTEE, INC	PROMOTIONAL DOLLARS	SPECIAL EVENTS	2,500.00
Total:			\$ 72,870.91

Journal Entries

Like House Print - Artwork for business anniversaries gift	\$ 198.00
The Townsend Hotel - Cookies for business anniversaries gift	90.00
Eagle Landscaping - Firewood for marshmallow roasting at Winter Markt	370.00
Oriental Trading - Santa Walk giveaway	65.96
Party Glowz - Light-up wands for tree lighting	570.00
Nacy Engineering - Deposit for making 3 marshmallow roasters for WM and other events	500.00
Dollar Tree - Scavenger hunt and Santa walk giveaways	1,323.99
Total Journal Entries	\$ 3,117.95
TOTAL VOUCHERS AND JOURNAL ENTRIES	\$ 75,988.86

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

Board Chair _____

Date _____

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: Birmingham Shopping District Year: 2021

Members Required for Quorum: 7

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG 4/23	SPEC MTG	Total Mtg. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Richard Astrein	P	P	P	P	P	P	NM	P	P	P	P		P		11	0	100%
Samy Eid	A	P	P	A	A	P	NM	P	P	P	A		P		7	4	64%
Geoffrey Hockman	P	P	P	P	P	P	NM	P	P	P	P		P		11	0	100%
Zachary Kay	P	P	P	P	P	P	NM	P	P	P	P		P		11	0	100%
Sarvy Lipari	NA	NA	NA	NA	NA	P	NM	P	P	P	A		NA		4	1	80%
Jessica Lundberg	A	P	P	P	P	P	NM	A	P	P	P		P		9	2	82%
Tom Markus	P	P	P	P	P	P	NM	A	P	P	A		P		9	2	82%
Mike McKenzie	P	P	P	P	P	P	NM	P	P	P	P		P		11	0	100%
Amy Pohlod	P	P	P	P	P	P	NM	P	P	P	P		P		11	0	100%
Steve Quintal	A	P	P	P	P	P	NM	P	A	P	P		P		9	2	82%
Bill Roberts	P	P	P	P	P	P	NM	A	P	P	P		P		10	1	91%
Sam Surnow	A	P	A	P	P	P	NM	A	A	P	A		P		6	5	55%
Reserved															0	0	#DIV/0!
Doug Fehan	NA	NA	NA	P	P	P	NM	A	A	A	P				4	4	50%
Present or Available	7	11	10	10	10	12	0	8	10	12	8	0	11	0			

KEY:

A = Member absent

P = Member present or available

CP = Member available, but meeting canceled for lack of quorum

CA = Member not available and meeting was canceled for lack of quorum

NA = Member not appointed at that time

NM = No meeting scheduled that month

CM = Meeting canceled for lack of business items

Department Head Signature



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

BSD COMMITTEES
MONTHLY MEETING SCHEDULE
DECEMBER 2021

BSD BOARD

THURS 12/2 @ 8:30 AM – COMMUNITY HOUSE

MAINTENANCE/CAPITAL IMPROVEMENTS

TUES 12/14 @ 8:30 AM – CITY HALL

SPECIAL EVENTS

CANCELED

MARKETING/ADVERTISING

THURS 12/16 @ 8:30 AM. – CITY HALL

BUSINESS DEVELOPMENT

THURS 12/23 at 8:30 – CITY HALL

EXECUTIVE

TUES 11/30 at 8:30 AM – CITY HALL

QUARTERLY COMMITTEE HEAD

TBD

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

Notice: Individuals requiring accommodations, such as interpreter services, for effective participation in this meeting should contact the City Clerk's Office at [\(248\) 530-1880](tel:2485301880) at least one day in advance of the public meeting.

Las personas que requieren alojamiento, tales como servicios de interpretación, la participación efectiva en esta reunión deben ponerse en contacto con la Oficina del Secretario Municipal al [\(248\) 530-1880](tel:2485301880) por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).



The Shopping District

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

MEMORANDUM

DATE: November 8, 2021
TO: BSD Executive Committee
FROM: Sean Kammer, Executive Director
SUBJECT: Sunbelt Rentals, Inc.

Please see attached addendum to extend the contract with Sunbelt Rentals, Inc. to provide equipment, labor, and supplies for electrical power and hookup services for Winter Markt. Winter Markt is an annual winter-themed event in downtown Birmingham, produced and managed by the Birmingham Shopping District (BSD), which includes activities, craft vendors, and refreshments.

Sunbelt Rentals, Inc. has been working with the BSD for many years. The current contract started in 2016 and ended in 2018. Since that time, the BSD has extended the original contract via addendum. Winter Markt was canceled in 2020 due to the pandemic. It was not known if Winter Markt would take place in 2021 until relatively late in the year. In 2019, the costs for electrical hookup services was \$12,966.50. It is estimated to be in the same range as that for 2021. The BSD plans to go out for RFP for electrical hookup services for next-year's Winter Markt in January-February 2022.

Respectfully submitted,

Sean Kammer
Executive Director

SECOND AMENDMENT TO BIRMINGHAM WINTER MARKET ELECTRICAL SERVICE AGREEMENT

This Second Amendment, made this 28 day of October, 2021 by and between **BIRMINGHAM PRINCIPAL SHOPPING DISTRICT**, having its principal office at 151 Martin Street, Birmingham, MI 48009 (hereinafter "PSD"), and **SUNBELT RENTALS, INC.**, whose address is 2341 Deerfield Drive, Fort Mill, SC 29715 (hereinafter "Contractor"), provides as follows:

WHEREAS, the PSD and Contractor entered into a contract entitled Birmingham Winter Market Electrical Service Agreement ("Agreement") in 2016, which is attached hereto as Attachment 1 and incorporated herein; and

WHEREAS, the Agreement can be extended by the parties pursuant to paragraph 8, page 2 of the 2016 Agreement; and

WHEREAS, this extension incorporates the terms and conditions contained in the 2016 Agreement as though fully set forth with the terms of this Second Amendment, having the same legal affect as those currently found in the previous documents.

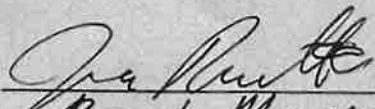
NOW, THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. All terms of the 2016 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 2021 season, unless terminated sooner under the terms of the Agreement.
3. This Second Amendment shall be construed in accordance with the laws of the State of Michigan.
4. This Second 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 Second Amendment, the other provisions in the Agreement are unaffected by this Second Amendment and shall remain in force.

SUNBELT RENTALS, INC.

By:

Its:


Branch Manager

STATE OF MICHIGAN)
)
COUNTY OF Macomb) ss:
)
)
COUNTY OF ~~OAKLAND~~

On this 28th day of October, 2021, before me personally appeared Jay Duguetto, who acknowledged that with authority on behalf of SUNBELT RENTALS, INC. to do so he/she signed this Agreement.

Ali Chowdhury

Notary Public
Macomb County, Michigan
Acting in Macomb County, Michigan
My commission expires: 07/14/2025

Ali Chowdhury
Notary Public, State of MI
County of Macomb
My Commission Expires 7-14-2025

BIRMINGHAM PRINCIPAL SHOPPING DISTRICT

By: _____
Geoffrey Hockman, Chairman

APPROVED:

Thomas M. Markus, City Manager
(Approved as to substance)

Sean Kammer

Sean Kammer, Executive Director
(Approved as to substance)

Mary M. Kucharek, City Attorney
(Approved as to form)

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

AGREEMENT
For BIRMINGHAM WINTER MARKET ELECTRICAL SERVICE

This AGREEMENT, made this 27th day of October, 2016, by and between the BIRMINGHAM PRINCIPAL SHOPPING DISTRICT, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "PSD"), and Sun Belt Rentals, Inc., having its principal office at 2341 Deerfield Drive, Fort Mill, SC, 29715 (hereinafter called "Contractor"), provides as follows:

Sunbelt Rentals, Inc.

WITNESSETH:

WHEREAS, the City of Birmingham, through the Birmingham PRINCIPAL Shopping District, is desirous of having electrical power provided for its 2016, 2017 and 2018 Birmingham Winter Market ("Event"), with the 2016 Event to be held on December 2-4, 2016.

WHEREAS, the PSD has heretofore advertised for bids for the procurement and performance of electrical services for the Event, 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 provide and perform the electrical services for the Event.

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 October 11, 2016 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 provide and perform the electrical power and hookup services in accordance with the specifications and conditions contained in the RFP, for the 2016, 2017 and 2018 Events, with the 2016 Event currently scheduled for December 2-4, 2016. This date is subject to change by the PSD. The 2017 and 2018 Event dates will be provided as soon as they are known. The PSD and Contractor may agree to add additional Event years. Should any of the Events be cancelled, this Agreement shall be cancelled as to that Event, with no compensation to be paid to Contractor.
3. The PSD shall pay the Contractor for the performance of this Agreement as follows:

4. 2016 \$8,975
5. 2017 \$9,424
6. 2018 \$9,895

7. The Scope of Work of this Agreement for each Event year shall be as follows:

- a) All necessary electrical generators, cable, junction boxes, crossovers and associated equipment and materials to provide electrical power for 50 vendor booths.
- b) Each vendor booth will require enough power for at least 200 watts of light, plus one 1,500 watt space heater (Contractor does not provide the space heater).
- c) Approximately 12 of the vendor booths will also require power for food service, including refrigeration, hot plates, waffle irons, coffee makers, etc. The following is an inventory of equipment requirements from a previous event, which could be slightly different per Event:
 - 50 Heaters
 - 10 Coffee Makers
 - 4 Waffle Irons
 - 2 Microwaves
 - 1 Chest Freezer
 - 4 Cash Registers
 - 3 Soup Tureens
- d) Attached is a draft layout of the Event and vendor booths, which may be subject to slight change as the Event draws near.
- e) Contractor will provide its proposed equipment location, hook-ups, cable placement, etc. as part of its Proposal. The proposed plans and equipment will also be subject to approval by the City Building Official, Fire Chief and/or other City personnel prior to and at the Event.
- f) For the 2016 Event, Contractor will have access to the Event area starting December 1, 2016 and must have all equipment in place and fully functioning by December 2, 2016 at 10 a.m. All equipment must be removed by 10 a.m. on December 5, 2016. Dates and times for subsequent Event years shall be provided once they are set by the PSD.
- g) Contractor must have personnel onsite at for setup, and during the Event hours, who is able to address power issues as they may arise.

8. This Agreement shall terminate upon the conclusion of the 2018 Event unless extended or terminated 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.

9. This Agreement shall commence upon execution by both parties, unless the PSD exercises its option to terminate the Agreement.

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

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

18. If Contractor fails to perform its obligations hereunder, 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	CONTRACTOR
Shopping District	Sunbelt Rentals
Attn: John Heiney	2341 Deerfield Drive
151 Martin Street	Fort Mill, SC, 29715
Birmingham, MI 48009	803-578-6850
(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 Sunbelt Rentals, Inc.

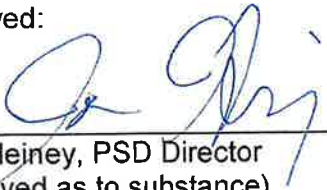
By:  Sunbelt Rentals, Inc.

Its: Sr. Customer Contract Manager

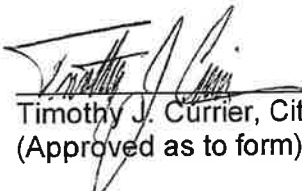
BIRMINGHAM PRINCIPALSHOPPING DISTRICT

By: 
Its: Chairman

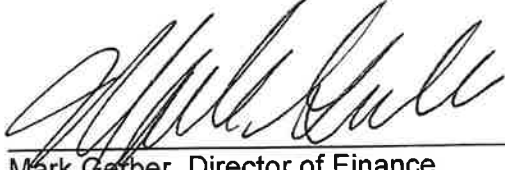
Approved:




John Heiney, PSD Director
(Approved as to substance)



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



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



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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/09/2016

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

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

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 359925-SB-16-17 988 A/GT P/NC N/A NOC	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED SUNBELT RENTALS, INC. 2341 DEERFIELD DRIVE FORT MILL, SC 29715	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	
	INSURER B: Travelers Property Casualty Company Of America	
	INSURER C: Charter Oak Fire Insurance Company	
	INSURER D: ACE Property & Casualty Insurance Company	
	INSURER E: Travelers Indemnity Company Of Conn.	
INSURER F:		
NAIC #		

COVERAGES **CERTIFICATE NUMBER:** ATL-004042264-03 **REVISION NUMBER:** 6

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			OGLG24876561 \$1,000,000 - Self Insured Retention	09/30/2016	09/30/2017	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,500,000 MED EXP (Any one person) \$ SELF-INSURED PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 1,500,000 PRODUCTS - COMP/OP AGG \$ 1,500,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			TC2J CAP 9531B41A-TIL-16 'Owned Vehicles'	09/30/2016	09/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$
B	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			TC2J CAP 9531B421-TIL-16 'Rented Vehicles'	09/30/2016	09/30/2017	PROPERTY DAMAGE (Per accident) \$ Self Insured for Phy Dmg \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			XOO G27239316	09/30/2016	09/30/2017	EACH OCCURRENCE \$ 1,500,000 AGGREGATE \$ 1,500,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TC2OUB9531B341-1-16 (AOS)	09/30/2016	09/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000
E				TRKUB-9531B40-8-16 (AZ, MA, WI)	09/30/2016	09/30/2017	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Winter Market Electrical Service

City of Birmingham and The Birmingham Principal Shopping District, including all their respective elected and appointed officials, all employee and volunteers, all boards, commissioners, authorities and board members are listed as Additional Insured with respect to General Liability and Auto Liability, but only to the extent attributable to the Named Insured's negligence, as agreed to by written contract or written agreement. Named Insured's CGL and Automobile policies are Primary and Non-Contributory, but only to the extent attributable to the Named Insured's negligence, as agreed to by written contract or written agreement.

CERTIFICATE HOLDER

City of Birmingham
151 Martin Street
Birmingham, MI 48009

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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POLICY NUMBER: TC2J-CAP-9531B41A-TIL-16

ISSUE DATE: 9-30-2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	Number of Days Notice of Cancellation: 90
NONRENEWAL:	Number of Days Notice of Nonrenewal: 90

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NON-RENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH A PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NON-RENEWAL OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. If we cancel the Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the physical and/or e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B. The Schedule must be initially provided to us within 15 days after:
 - i. The beginning of the Policy period, if this endorsement is effective as of such date; or
 - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D. Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. We may arrange with your representative to send such notice in the event of any such cancellation.
- I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J. This endorsement does not apply in the event that you cancel the Policy.

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

Named Insured Sunbelt Rentals, Inc.			Endorsement Number
Policy Symbol XOO	Policy Number G27239316	Policy Period 09/30/2016 to 09/30/2017	Effective Date of Endorsement 09/30/2016
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel the Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the physical and/or e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
 - i.** The beginning of the Policy period, if this endorsement is effective as of such date; or
 - ii.** This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R3 (00)**

POLICY NUMBER: TC2OUB-9531B34-1-16

**NOTICE OF CANCELLATION
TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to **PART SIX – CONDITIONS**:

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NON-RENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:	30
1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH A PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NON-RENEWAL OF THIS POLICY; AND	
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.	

**ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED
IN SUCH WRITTEN REQUEST FROM YOU TO US.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2021

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

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

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 CN102671311-SB--21-22 988 A/GT N/A N/A N/A	CONTACT NAME: Sunbelt Rental's Contract Team PHONE (A/C, No, Ext): 800-508-4762 E-MAIL ADDRESS: ContractTeam@sunbeltrentals.com FAX (A/C, No): 803-578-6050														
INSURED SUNBELT RENTALS, INC. 2341 DEERFIELD DRIVE FORT MILL, SC 29715	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B : Travelers Property Casualty Company Of America</td><td>25674</td></tr><tr><td>INSURER C : Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER D : Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : Travelers Property Casualty Company Of America	25674	INSURER C : Charter Oak Fire Insurance Company	25615	INSURER D : Travelers Indemnity Company	25658	INSURER E :		INSURER F :	
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INSURER D : Travelers Indemnity Company	25658														
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** ATL-005346883-02 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			OGLG24876561 \$1,500,000 - Self Insured Retention	09/30/2021	09/30/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ SELF-INSURED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			TC2JCAP-9531B41A-TIL-21 Owned Vehicles TC2JCAP-9531B421-TIL-21 Rented Vehicles	09/30/2021	09/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Self Insured for Phy Dmg \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-3N334032-21-51-K (AOS) UB-3N320629-21-51-R (AZ, MA, WI)	09/30/2021	09/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D							

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

City of Birmingham and the Birmingham Shopping District are listed as Additional Insured with respect to General Liability and Auto Liability, but only to the extent attributable to the Named Insured's negligence, as agreed to by written contract or written agreement.

CERTIFICATE HOLDER

City of Birmingham
151 Martin Street
Birmingham, MI 48009

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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