



*The Shopping District*

**Birmingham Shopping District Agenda**  
**Thursday, March 3, 2022 8:30 a.m.**

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

**Zoom link: <https://us06web.zoom.us/j/85827114677>**

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
3. Approval of Minutes – February 10, 2022
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 – Lipari
    - iv. Business Development – Surnow
    - v. Executive Board Report – Hockman
  - d. Parking Report - Astrein
6. Approval of Vouchers
7. Unfinished Business
8. New Business
  - a. Retail Recruitment Contract
  - b. Miles Scope of Work
9. Information
  - a. Announcements
  - b. Letters, Board Attendance & Monthly Meeting Schedule
10. Public Comments
11. Adjournment

**Birmingham Shopping District Mission Statement**

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

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

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

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

City of Birmingham  
Birmingham Shopping District Proceeding  
**Thursday, February 10, 2022 - 8:30 a.m.**  
The Community House  
Birmingham, MI 48009

Minutes of the meeting of the Birmingham Shopping District Board held Thursday, February 10, 2022,  
at 8:35 a.m. at The Community House

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

**PRESENT:** Astrein, Eid, Hockman, Kay, Lipari, Lundberg, Markus, Pohlod, Quintal, Surnow,  
Director Emeritus Fehan

**ABSENT:** McKenzie, Roberts

**ALSO PRESENT:** Charlie Cavell, Jana Ecker, Melissa Fairbairn, Paul Glantz, Anthony  
Laverde

**ADMINISTRATION:** Brook, Kammer

**2. RECOGNITION OF VISITORS**

**3. PRESENTATIONS**

Hockman recognized representatives from Birmingham 8. The theater has been in business for 95 years, making it one of the longest running businesses in Birmingham. Paul Glantz thanked the board for the recognition and acknowledged Ted Fuller and Carol Illitch for the roles that they played in the theater's longevity. He also thanked Anthony Laverde and his team who handle the daily operations of the theater.

**4. APPROVAL OF MINUTES**

**MOTION:** Motion by Astrein, seconded by Kay to approve the minutes dated December 2, 2021.

**VOTE:** Yeas, 10   Nays, 0   Absent, 2

**4. BOARD MEMBER COMMENTS**

**5. REPORTS**

**a. FINANCE REPORT – KAMMER**

Kammer reported that most of the expenses for special events have already occurred for this fiscal year. The cash flow shows an ending balance of \$546,666. Marketing and advertising still has expenses coming. The magazine budget line is funding the seasonal video productions.

Bills for special assessments were mailed in January. Payment is due by March 31.

**b. EXECUTIVE DIRECTOR REPORT - KAMMER**

Kammer shared that, although the Gateway Signage Committee began with a focus on the triangle area where S. Old Woodward and Woodward Avenue meet, they are now looking at the city overall. The committee is made-up of representatives from both the BSD and the city. It will be examining branding for both entities.

Kammer reported that an article ran recently in the Birmingham Eagle regarding the BSD supporting small businesses. He also presented at the city's long-range planning workshop. During that workshop, County Commissioner Chuck Moss urged the BSD to pay attention to the increasing number of vacancies in office space as it may affect the downtown.

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

##### **SPECIAL EVENTS – ASTREIN**

Astrein reported that holiday activities went well. Winter Markt had 50 vendors. The tree lighting event was very crowded and approximately 1,500 families visited with Santa. Since Restaurant Week recently concluded, Astrein asked Eid for feedback. Eid shared that his restaurants had very successful first weeks, but the snowstorm hurt them during week two.

The committee is working on planning 2022 events including a possible scavenger hunt during construction.

Fehan commented that he is very impressed with the growth of the holiday activities. Kay added that the non-profit who ran the beer tent at Winter Markt was very happy and would like to work a greater portion of the event this year.

##### **MARKETING & ADVERTISING - POHLOD**

Pohlod shared that the committee did not meet last month. However, the Restaurant Week video is playing on the BSD website as well as through sponsored posts on social media. Work is being done on the next video. There will also be a fashion spread distributed as an insert in SEEN Magazine.

The BSD received a \$10,000 grant from Consumer's Energy to use as a match for people purchasing Birmingham Bucks. The plan is to start a targeted promotion on February 17, which is random act of kindness day.

The committee decided that, instead of holding a job fair, it would work on information to help with workforce development that small businesses can use to help with recruitment.

##### **MAINTENANCE/CAPITAL IMPROVEMENTS - LIPARI**

Lipari reported that the committee did not meet last month. There was a large snowfall and Quintal pointed out that the city issued many citations to businesses who did not remove the snow in front of their stores in a timely manner. Astrein shared that his business was cited.

##### **BUSINESS DEVELOPMENT - SURNOW**

Surnow shared that he is pleased that there are more signed leases on the pipeline. This indicates that the committee's effort is making a difference. As the vacancy rate lowers, there will be a shift to work more on retention. They are also putting together a business mix analysis.

Markus suggested inviting a member of the city planning staff to a future meeting. He thinks it is important for the committee to have a good understanding of what is involved in bringing a business to town. Kammer agreed and pointed out a recent occasion when a lease was signed, but the business that planned to rent the space did not qualify under the zoning requirements for that parcel.

Markus also reference the 20-foot retail liner and that the BSD may want to look into adjusting provisions in the future. He also expressed concern about the businesses warping to one particular type of retail and the importance of a balanced mix of businesses for a vibrant downtown.

Hockman added that he wants to make sure that we work with city departments in regards to the upcoming S. Old Woodward reconstruction project. Funds have been allocated to help support businesses during construction.

Kammer reminded everyone that construction would be one of the items on the agenda for the next Merchant Meeting, which will be held on February 16. The city will be holding an informational meeting for the public on February 21 at 5:30 p.m. in the Commission room.

Markus introduced Ecker and Fairbain as part of the succession plan he has in place for his departure. He explained that he has been encouraging them to attend different board and committee meetings to get a full picture of how the city operates.

## **EXECUTIVE BOARD REPORT - HOCKMAN**

Hockman reported that Year in Review reports were included with the annual assessment bills. They were mailed in January. Kammer added that the Year in Review report was also sent to businesses within the district.

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

Astrein gave credit to the city manager for hiring a dedicated parking manager. He said that having someone in that role has made a big impact. The waiting list for monthly parking passes in the structures has been drastically reduced.

Markus added that they have begun looking into the N. Old Woodward structure again. It is in need of repairs, but they want to look at the big picture, not just patching problems.

Ecker explained that the planning board is working on a final plan for restaurant's use of parking spaces to create decks. There are several steps to this process. There will be a public hearing, but that will probably happen in a few months. Astrein asked if they were planning to limit the number of decks per street. Ecker replied that there is not currently a limit in the plans. Astrein stated that he feels that it is important for retailers to be involved in the process.

Eid mentioned that he is encountering a challenge with the number of parking places that are required for S. Old Woodward businesses based on the square footage of the business. He said that this is holding back reasonable expansions. The planning board will discuss decks and outdoor dining at their March 9 meeting.

### **e. CHAMBER REPORT**

There was no report from the Chamber.

### **f. COMMUNITY HOUSE REPORT**



There was no report from The Community House.

## **6. APPROVAL OF VOUCHERS**

**MOTION:** Motion by Markus, seconded by Astrein to approve the vouchers, dated January 6 and February 10, 2022.

**VOTE:** Yeas, 10 Nays, 0 Absent, 2

## **7. UNFINISHED BUSINESS**

## **8. NEW BUSINESS**

## **9. INFORMATION**

**a. Retail Activity**

**b. Announcements**

**c. Letters, Board Attendance & Monthly Meeting Schedule**

## **10. PUBLIC COMMENTS**

Pohlod asked Kammer to schedule a committee chair meeting in March or April to discuss plans for upcoming construction.

Cavell introduced himself as an Oakland County Commissioner. With redistricting, he will soon be representing a portion of the city of Birmingham and wanted to make sure that the community knows he is there to help.

## **11. ADJOURNMENT – 9:42 A.M.**

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

Fund 247 PRINCIPAL SHOPPING DISTRICT

GL Number	Description	Balance
*** Assets ***		
247-000.000-005.0000	CASH AND INVESTMENTS	600,432.50
247-000.000-028.0000	MISCELLANEOUS	2,503.72
247-000.000-028.9999	ALLOW FOR DOUBTFUL ACCTS.	(1,613.72)
247-000.000-045.0887	PSD PEC ASSESS 21-22 #887 RECEIVAE	(146,894.03)
247-000.000-048.0886	PSD 2020-2021 DELQ SAD	1,409.13
Total Assets		455,837.60
*** Liabilities ***		
247-000.000-202.0000	ACCOUNTS PAYABLE	76,526.36
247-000.000-255.0001	GIFT CERTIFICATES	600.00
247-000.000-367.0300	DEFER. INFLOWS - MISCELLANEOUS INV	890.00
247-000.000-367.0700	DEFER. INFLOWS - SPECIAL ASSESSMEN	(146,894.03)
247-000.000-367.0800	DEFER. INFLOWS - DELQ SPECIAL ASSE	1,409.13
Total Liabilities		(67,468.54)
*** 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		(443,876.47)
Ending Fund Balance		523,306.14
Total Liabilities And Fund Balance		455,837.60

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 01/31/2022

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 01/31/2022	ACTIVITY FOR MONTH 01/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 247 - PRINCIPAL SHOPPING DISTRICT						
Revenues						
Dept 000.000						
USE OF FUND BALANCE						
247-000.000-400.0000	APPROP FUND BAL/RET EARN	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	2,827.56	407.01	10,872.44	20.64
247-000.000-666.0001	SPECIAL ASSESSMENT INTEREST	0.00	0.00	0.00	0.00	0.00
INTEREST AND RENT		13,700.00	2,827.56	407.01	10,872.44	20.64
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	0.00	(1,797.76)	100.00
247-000.000-672.0887	PSD SPECIAL ASSESS REV 2021-2022	0.00	146,894.03	146,894.03	(146,894.03)	100.00
SPECIAL ASSESSMENTS		1,054,970.00	148,691.79	146,894.03	906,278.21	14.09
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	154,623.00	20,790.00	(54,623.00)	154.62
247-000.000-677.0001	SUNDRY & MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
OTHER REVENUE		100,000.00	154,623.00	20,790.00	(54,623.00)	154.62
Total Dept 000.000		1,268,230.00	306,142.35	168,091.04	962,087.65	24.14
TOTAL REVENUES		1,268,230.00	306,142.35	168,091.04	962,087.65	24.14
Expenditures						
Dept 298.000 - PUBLIC RELATIONS						
PERSONNEL SERVICES						
247-298.000-702.0001	SALARIES & WAGES DIRECT	21,490.00	12,004.47	1,676.98	9,485.53	55.86
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	754.75	105.92	895.25	45.74
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	37.74	5.29	32.26	53.91
247-298.000-706.0012	RETIREMNT-DEF CONTR EMPLR	2,050.00	0.00	0.00	2,050.00	0.00

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 01/31/2022

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 01/31/2022	ACTIVITY FOR MONTH 01/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 247 - PRINCIPAL SHOPPING DISTRICT						
Expenditures						
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	12,796.96	1,788.19	17,863.04	41.74
Total Dept 298.000 - PUBLIC RELATIONS						
		30,660.00	12,796.96	1,788.19	17,863.04	41.74
Dept 441.005 - DOWNTOWN MAINTENANCE						
PERSONNEL SERVICES						
247-441.005-702.0001	SALARIES & WAGES DIRECT	57,440.00	34,150.62	3,416.65	23,289.38	59.45
247-441.005-702.0002	OVERTIME PAY	27,770.00	14,161.89	1,217.97	13,608.11	51.00
247-441.005-702.0003	LONGEVITY	340.00	172.36	0.00	167.64	50.69
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	3,614.60	344.72	3,195.40	53.08
247-441.005-706.0002	HOSPITALIZATION	12,510.00	5,675.72	471.39	6,834.28	45.37
247-441.005-706.0003	LIFE INSURANCE	200.00	163.08	16.23	36.92	81.54
247-441.005-706.0004	RETIRE CONTRIB HEALTH	8,840.00	4,370.38	610.10	4,469.62	49.44
247-441.005-706.0005	DENTAL/OPTICAL	660.00	393.79	47.40	266.21	59.67
247-441.005-706.0006	LT/ST DISABILITY	670.00	375.52	39.40	294.48	56.05
247-441.005-706.0007	WORKER'S COMPENSATION	1,640.00	827.50	78.16	812.50	50.46
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	5,391.75	770.25	4,218.25	56.11
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 EMPLR	2,340.00	3,234.82	322.20	(894.82)	138.24
247-441.005-706.0013	RET HLTH SVGS CONTR EMPLR	1,040.00	1,009.92	85.83	30.08	97.11
PERSONNEL SERVICES		129,970.00	73,541.95	7,420.30	56,428.05	56.58
OTHER CHARGES						
247-441.005-941.0000	EQUIPMENT RENTAL OR LEASE	43,000.00	27,405.21	2,119.29	15,594.79	63.73
OTHER CHARGES		43,000.00	27,405.21	2,119.29	15,594.79	63.73
Total Dept 441.005 - DOWNTOWN MAINTENANCE						
		172,970.00	100,947.16	9,539.59	72,022.84	58.36
Dept 748.000 - PRINCIPAL SHOPPING DISTRICT						
PERSONNEL SERVICES						
247-748.000-702.0001	SALARIES & WAGES DIRECT	242,220.00	130,867.33	15,737.85	111,352.67	54.03
247-748.000-702.0002	OVERTIME PAY	0.00	495.70	0.00	(495.70)	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	9,911.56	1,176.88	8,618.44	53.49
247-748.000-706.0002	HOSPITALIZATION	37,340.00	9,379.03	2,015.70	27,960.97	25.12
247-748.000-706.0003	LIFE INSURANCE	950.00	531.70	72.34	418.30	55.97
247-748.000-706.0004	RETIRE CONTRIB HEALTH	6,420.00	3,745.00	535.00	2,675.00	58.33
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	458.05	62.32	561.95	44.91
247-748.000-706.0007	WORKER'S COMPENSATION	760.00	609.13	75.26	150.87	80.15
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	4,748.31	678.33	3,391.69	58.33

PERIOD ENDING 01/31/2022

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

		2021-22	YTD BALANCE	ACTIVITY FOR		
GL NUMBER	DESCRIPTION	AMENDED BUDGET	01/31/2022	MONTH	AVAILABLE	% BDGT
				01/31/2022	BALANCE	USED
Fund 247 - PRINCIPAL SHOPPING DISTRICT						
Expenditures						
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 EMPLR	10,770.00	4,834.06	657.70	5,935.94	44.88
247-748.000-706.0013	RET HLTH SVGS CONTR EMPLR	1,820.00	1,029.00	140.00	791.00	56.54
PERSONNEL SERVICES		329,670.00	166,608.87	21,151.38	163,061.13	50.54
OTHER CHARGES						
247-748.000-801.0200	LEGAL SERVICES	3,000.00	1,823.00	486.50	1,177.00	60.77
247-748.000-802.0100	AUDIT	760.00	766.75	0.00	(6.75)	100.89
247-748.000-811.0000	OTHER CONTRACTUAL SERVICE	2,000.00	1,273.01	100.00	726.99	63.65
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	42,800.00	10,700.00	16,200.00	72.54
247-748.000-829.0200	WEB SITE MAINTENANCE	10,000.00	4,562.50	587.50	5,437.50	45.63
247-748.000-851.0000	TELEPHONE	1,750.00	808.17	129.70	941.83	46.18
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	97,831.24	43,062.51	52,168.76	65.22
247-748.000-901.0500	PUBLIC RELATIONS	10,000.00	3,245.24	1,500.00	6,754.76	32.45
247-748.000-903.0000	TENANT RECRUITMENT	100,000.00	71,097.22	20,189.67	28,902.78	71.10
247-748.000-904.0000	PRINTING PSD MAGAZINE	60,000.00	37,680.00	3,800.00	22,320.00	62.80
247-748.000-909.0000	SPECIAL EVENTS	200,000.00	161,642.22	1,978.14	38,357.78	80.82
247-748.000-933.0200	EQUIPMENT MAINTENANCE	1,200.00	380.85	225.72	819.15	31.74
247-748.000-935.0200	MAINTENANCE SHOPPING DIST	70,000.00	18,961.40	6,650.00	51,038.60	27.09
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	13,778.31	1,968.33	9,841.69	58.33
247-748.000-944.0000	BUILDING OR FACILITY RENT	12,000.00	7,000.00	1,000.00	5,000.00	58.33
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	1,916.95	129.00	(316.95)	119.81
247-748.000-955.0400	CONFERENCES & WORKSHOPS	3,000.00	792.92	0.00	2,207.08	26.43
247-748.000-957.0400	LIAB INSURANCE PREMIUMS	4,500.00	2,625.00	375.00	1,875.00	58.33
247-748.000-962.0000	MISCELLANEOUS	0.00	12.52	12.52	(12.52)	100.00
OTHER CHARGES		728,430.00	468,997.30	92,894.59	259,432.70	64.38
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	668.53	191.97	2,831.47	19.10
247-748.000-799.0000	EQUIPMENT UNDER \$5,000	0.00	0.00	0.00	0.00	0.00
SUPPLIES		6,500.00	668.53	191.97	5,831.47	10.29
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	636,274.70	114,237.94	428,325.30	59.77
TOTAL EXPENDITURES		1,268,230.00	750,018.82	125,565.72	518,211.18	59.14

Fund 247 - PRINCIPAL SHOPPING DISTRICT:

REVENUE AND EXPENDITURE REPORT  
PERIOD ENDING 01/31/2022

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 01/31/2022	ACTIVITY FOR MONTH 01/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 247 - PRINCIPAL SHOPPING DISTRICT						
TOTAL REVENUES		1,268,230.00	306,142.35	168,091.04	962,087.65	24.14
TOTAL EXPENDITURES		1,268,230.00	750,018.82	125,565.72	518,211.18	59.14
NET OF REVENUES & EXPENDITURES		0.00	(443,876.47)	42,525.32	443,876.47	100.00

PRINCIPAL SHOPPING DISTRICT  
CASH FLOW  
FOR THE MONTH OF JANUARY 2022

	<u>DESCRIPTION</u>	<u>PROJECTED</u>	<u>ACTUAL</u>	<u>VARIANCE</u>
	BEGINNING CASH BALANCE	\$ 547,600	\$ 547,600	\$ -
	CASH RECEIPTS:			
	Special Assessments	464,920	146,894	(318,026)
	Interest Income	630	407	(223)
	Gift Certificates	-	-	-
	Advisory Parking Committee	-	-	-
	Special Event Revenue	<u>1,000</u>	<u>20,790</u>	<u>19,790</u>
	Sub-total cash receipts	466,550	168,091	(298,459)
	CASH DISBURSEMENTS:			
	OFFICE DISBURSEMENTS			
	PSD Personnel Costs	37,610	21,151	16,459
727.0000	Postage	-	-	-
729.0000	Supplies	280	(89)	369
801.0200	Legal	250	-	250
802.0100	Audit	-	-	-
811.0000	Other Contractual Service	-	612	(612)
933.0200	Equipment Maintenance	-	226	(226)
851.0000	Telephone	140	130	10
955.0100	Training	80	-	80
955.0300	Memberships & Dues	130	130	-
955.0400	Conferences & Workshops	700	-	700
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	42,533	25,503	17,030
	PROGRAM DISBURSEMENTS			
	DPS Downtown Maintenance	18,520	9,540	8,980
	Promotion Personnel Costs	3,730	1,788	1,942
828.0300	Valet Services	7,500	-	7,500
829.0100	Snow Removal	14,000	10,700	3,300
935.0200	Maintenance PSD	8,000	-	8,000
901.0400	Marketing & Advertising	20,000	24,226	(4,226)
901.0500	Public Relations	1,000	1,500	(500)
903.0000	Tenant Recruitment	8,330	8,463	(133)
909.0000	Special Events	10,000	32,501	(22,501)
904.0000	PSD Magazine	-	-	-
829.0200	Web Site Maintenance	<u>1,650</u>	<u>1,037</u>	<u>613</u>
	Sub-total Program Disbursements	<u>92,730</u>	<u>89,755</u>	<u>2,975</u>
	Total Disbursements	135,263	115,258	20,005
	INCREASE (DECREASE) IN CASH BALANCE	<u>331,287</u>	<u>52,833</u>	<u>(278,454)</u>
	ENDING CASH BALANCE	<u>\$ 878,887</u>	<u>\$ 600,433</u>	<u>\$ (278,454)</u>

PRINCIPAL SHOPPING DISTRICT  
ACTUAL CASH FLOW  
FOR THE SEVEN MONTHS ENDED JANUARY 2022

	DESCRIPTION	PROJECTED	ACTUAL	VARIANCE
	BEGINNING CASH BALANCE	\$ 1,002,321	\$ 961,786	\$ (40,535)
	CASH RECEIPTS:			
	Special Assessments	531,300	213,860	(317,440)
	Interest Income	6,760	2,827	(3,933)
	Gift Certificates	-	150	150
	Advisory Parking Committee	25,000	-	(25,000)
	Special Event Revenue	<u>93,000</u>	<u>156,113</u>	<u>63,113</u>
	Sub-total cash receipts	656,060	372,950	(283,110)
	CASH DISBURSEMENTS:			
	OFFICE DISBURSEMENTS			
	PSD Personnel Costs	202,445	180,324	22,121
727.0000	Postage	1,600	-	1,600
729.0000	Supplies	2,100	395	1,705
801.0200	Legal	1,750	1,832	(82)
802.0100	Audit	760	767	(7)
811.0000	Other Contractual Service	-	1,274	(1,274)
933.0200	Equipment Maintenance	600	435	165
851.0000	Telephone	1,010	949	61
955.0100	Training	580	-	580
955.0300	Memberships & Dues	930	1,790	(860)
955.0400	Conferences & Workshops	2,250	793	1,457
942.0000	Computer Equipment Rental	13,776	13,776	-
957.0400	Liability Insurance	2,625	2,625	-
944.0000	Building Rent	<u>7,000</u>	<u>7,000</u>	<u>-</u>
	Sub-total Office Disbursements	237,426	211,960	25,466
	PROGRAM DISBURSEMENTS			
	DPS Downtown Maintenance	125,410	107,746	17,664
	Promotion Personnel Costs	19,060	13,908	5,152
828.0300	Valet Services	15,000	-	15,000
829.0100	Snow Removal	26,000	32,100	(6,100)
935.0200	Maintenance PSD	39,000	27,812	11,188
901.0400	Marketing & Advertising	90,000	68,677	21,323
901.0500	Public Relations	6,000	3,245	2,755
903.0000	Tenant Recruitment	58,310	59,274	(964)
909.0000	Special Events	155,000	171,138	(16,138)
904.0000	PSD Magazine	60,000	33,880	26,120
829.0200	Web Site Maintenance	<u>6,700</u>	<u>4,563</u>	<u>2,137</u>
	Sub-total Program Disbursements	<u>600,480</u>	<u>522,343</u>	<u>78,137</u>
	Total Disbursements	837,906	734,303	103,603
	INCREASE (DECREASE) IN CASH BALANCE	<u>(181,846)</u>	<u>(361,353)</u>	<u>(179,507)</u>
	ENDING CASH BALANCE	<u>\$ 820,475</u>	<u>\$ 600,433</u>	<u>\$ (220,042)</u>



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

	ACTUAL							PROJECTED						
DESCRIPTION	JULY 2021	AUGUST 2021	SEPTEMBER 2021	OCTOBER 2021	NOVEMBER 2021	DECEMBER 2021	JANUARY 2022	FEBRUARY 2022	MARCH 2022	APRIL 2022	MAY 2022	JUNE 2022	Total 21-22	
BEGINNING CASH BALANCE	961,786	910,945	875,667	777,964	757,118	664,873	547,600	600,433	1,186,255	1,344,356	1,294,537	1,195,958	961,786	
CASH RECEIPTS:														
2020 Assessment	19,313	45,855	-	1,798	-	-	-	1,000	-	-	7,210	-	75,176	
2021 Assessment	-	-	-	-	-	-	146,894	655,160	211,850	17,030	-	-	1,030,934	
Special Assessments	19,313	45,855	-	1,798	-	-	146,894	656,160	211,850	17,030	7,210	-	1,106,110	
Interest Income	(81)	750	282	414	244	811	407	1,050	1,610	1,530	1,440	1,310	9,767	
Gift Certificates	150	-											150	
Advisory Parking Committee					-			-	25,000				25,000	
Special Event Revenue	7,062	13,190	3,520	64,210	35,061	12,280	20,790	300	-	1,700	3,000	2,000	163,113	
Sub-total cash receipts	26,444	59,795	3,802	66,422	35,305	13,091	168,091	657,510	238,460	20,260	11,650	3,310	1,304,140	
CASH DISBURSEMENTS:														
OFFICE DISBURSEMENTS														
PSD Personnel Costs	32,749	22,606	24,764	20,926	21,225	36,903	21,151	25,445	25,445	25,445	25,445	25,445	307,549	
727.00 Postage	-	-	-	-	-	-	-	-	-	400	400	600	1,400	
729.00 Supplies	10	77	201	38	51	107	(89)	280	280	280	280	280	1,795	
801.02 Legal	-	495	520	396	421	-	-	250	250	250	250	250	3,082	
802.01 Audit	-	-	115	357	242	53	-	-	-	-	-	-	767	
811.00 Other Contractual Service	-	200	100	100	162	100	612	-	-	-	-	2,000	3,274	
933.02 Equipment Maintenance	54	-	-	155	-	-	226	-	300	-	-	300	1,035	
851.00 Telephone	90	140	90	90	279	130	130	150	140	150	150	150	1,689	
955.01 Training	-	-	-	-	-	-	-	80	90	80	80	90	420	
955.03 Memberships & Dues	-	40	490	825	305	-	130	30	-	270	370	-	2,460	
955.04 Conferences & Workshops	-	-	550	-	210	33	-	250	-	-	400	100	1,543	
942.00 Computer Equipment Rental	1,968	1,968	1,968	1,968	1,968	1,968	1,968	1,968	1,969	1,969	1,969	1,969	23,620	
957.04 Liability Insurance	375	375	375	375	375	375	375	375	375	375	375	375	4,500	
944.00 Building Rent	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	
Sub-total Office Disbursements	36,246	26,901	30,173	26,230	26,238	40,669	25,503	29,828	29,849	30,219	30,719	32,559	365,134	
PROGRAM DISBURSEMENTS														
DPS Downtown Maintenance	22,525	16,131	19,102	14,441	10,309	15,698	9,540	6,210	6,210	6,210	6,210	22,720	155,306	
Promotion Personnel Costs	2,554	1,726	1,726	1,726	1,726	2,662	1,788	2,320	2,320	2,320	2,320	2,320	25,508	
828.03 Valet Services	-	-	-	-	-	-	-	-	-	-	-	-	-	
829.01 Snow Removal	-	-	-	-	10,700	10,700	10,700	14,000	14,000	5,000	-	-	65,100	
935.02 Maintenance PSD	-	16,422	638	2,146	2,145	6,461	-	-	8,000	7,000	8,000	8,000	58,812	
901.04 Marketing & Advertising	-	10,583	13,119	1,250	5,725	13,774	24,226	10,000	10,000	10,000	15,000	15,000	128,677	
901.05 Public Relations	-	1,500	-	245	-	-	1,500	1,000	-	1,000	1,000	1,000	7,245	
903.00 Tenant Recruitment	-	11,026	17,278	14,433	3,198	4,876	8,463	8,330	8,330	8,330	8,330	8,370	100,964	
909.00 Special Events	15,960	9,549	18,941	26,209	49,509	18,469	32,501	-	-	-	37,000	8,000	216,138	
904.00 PSD Magazine	-	-	-	-	18,000	15,880	-	-	-	-	-	-	33,880	
829.02 Web Site Maintenance	-	1,235	528	588	-	1,175	1,037	-	1,650	-	1,650	-	7,863	
Sub-total Program Disbursements	41,039	68,172	71,332	61,038	101,312	89,695	89,755	41,860	50,510	39,860	79,510	65,410	799,493	
Total Disbursements	77,285	95,073	101,505	87,268	127,550	130,364	115,258	71,688	80,359	70,079	110,229	97,969	1,164,627	
INCREASE (DECREASE) IN CASH BALANCE	(50,841)	(35,278)	(97,703)	(20,846)	(92,245)	(117,273)	52,833	585,822	158,101	(49,819)	(98,579)	(94,659)	139,513	
ENDING CASH BALANCE	910,945	875,667	777,964	757,118	664,873	547,600	600,433	1,186,255	1,344,356	1,294,537	1,195,958	1,101,299	1,101,299	



Birmingham Shopping District  
Meeting Date: 03/03/2022  
151 Martin Street  
Birmingham, MI 48009  
248-530-1200  
ALLINBirmingham.com

## MEMORANDUM

**DATE:** February 25, 2022  
**TO:** Birmingham Shopping District Board  
**FROM:** Sean Kammer, Executive Director  
**SUBJECT:** Executive Director's Report

---

### **Merchants Meeting**

A merchant meeting was held on Thursday, February 16 at the Daxton Hotel. Attendance was about 12 downtown stakeholders. Topics discussed included a recap of restaurant week, developing an employee attraction program, the consumers energy sponsorship of Birmingham Bucks, and an upcoming Easter event.

### **BSD Budget**

The Executive Director submitted the proposed budget for the 2022/2023 fiscal year. A recent budget meeting was held with the City Manager's office and the Finance Department. The Executive Director plans to present the proposed budget to all of the committees in March.

### **Consumers Energy Sponsorship of Birmingham Bucks**

The BSD received a \$10,000 sponsorship to promote shopping local using the Birmingham Bucks program. A buy-one-get-one-free program launched on February 17 and the program was promoted on social media and through the BSD's email notification system.

### **Wayfinding and Gateway Signage Committee**

The committee continues to meet to discuss a city RFP to update the Gateway Signage Study conducted in 2005. Recently, the committee voted to recommend that the city, public boards, and civic organizations affiliated with the city adopt the branding and logo developed by McCann. A report is presently being developed for the City Commission.

### **Employee Attraction and Workforce Development**

The Executive Director recently met with Oakland County MiWorks Director Jennifer Llewelyn regarding the Advertising Committee's Employee Attraction Program. Llewelyn presented four programs that might be of assistance to developing a local program or facilitating getting resources to workers. She will attend the next merchants meeting to present this information to downtown stakeholders.

### **Collecting Data on Downtown Businesses**

Staff created and sent out forms to all businesses in the Shopping District, asking for information about contact information, square footage, and employee counts. This information will be added



Birmingham Shopping District  
Meeting Date: 03/03/2022  
151 Martin Street  
Birmingham, MI 48009  
248-530-1200  
ALLINBirmingham.com

to the BSD's business database in order to form a more complete picture of the economic characteristics of downtown.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "SKammer", with a long horizontal flourish extending to the right.

Sean Kammer  
Executive Director



*The Shopping District*

## **Special Events Committee**

**No meeting held in February 2022**

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

**Staff:** Kammer, Brook, Galli

### **1. No Meeting Held**

### **2. Farmers Market – opens May 1**

- a. Vendor applications are now available on our website. Approximately 20 have been submitted to date.
- b. We will be bringing back special event days at the market. The calendar currently includes Opening Day Celebration, Super Farmer Sunday, 20<sup>th</sup> Season Celebration, Harvest Festival, and End of Season Celebration.
- c. We will also start “Second Sundays” where we will invite different workout, yoga, or fitness facilities to teach classes at the market on the second Sunday of each month.

### **3. Art Walk**

- a. We are working with the Public Arts Board on an August Art Walk. More information will be available soon.

### **4. Random Act of Kindness Day**

- a. The Downtown Dino surprised shoppers and retail staff on February 17 (Random Act of Kindness Day) with sweet treats donated by Beyond Juicery & Eatery, Bakehouse 46 and Svenska Cafe. About 40 were distributed.

## **Upcoming Events**

May 1 – October 30 – Birmingham Farmers Market 20<sup>th</sup> Season

**NEXT MEETING: Friday, March 11 at 8:30 a.m.**

**2021-22 Budget: \$200,000**

**Remaining balance after March vouchers: \$31,738**



## Marketing & Advertising Committee Meeting

March 2022 Report

For the meeting held on Thursday, February 17, 2022

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

Staff: Kammer

1. Attendance:

Present: Pohlod, Kay, Lundberg, Eid

Absent: None

Others Present: Kammer, Bassett

2. Public Comment: None

3. Employee Attraction Program: Committee discussed creating a program composed of several policies and activities that would serve to help improve employee attraction and retention for businesses in the district. Brooks Cowan from the city's Planning Department presented a program to subsidize public transit for workers. Committee supported the transit program but requires additional details like budget numbers, cost, and utilization estimates before moving forward with a recommendation to the board.

4. Consumers Energy sponsorship of \$10,000 for Birmingham Bucks will go to support shopping local after Restaurant Week concludes.

5. Committee discussed programs to assist businesses during the construction project on South Old Woodward. Some of the proposed projects include subsidizing valet parking for customers in the area, utilizing a texting app to improve communication with stakeholders, creating a special Birmingham Bucks e-gift card program to assist with customer retention, improved signage and print materials to educate the public and help them navigate the changes to the downtown, and discussion of utilization of shuttle services for employees, etc.

6. Committee discussed discontinuing the Spring Fashion video. Instead, the committee suggested moving forward with a print insert for Spring Fashion and a video dedicated to promoting other things in the downtown.

**NEXT MEETING: Thursday, March 10, at 8:30 a.m.**

**Marketing 2021-22 Budget: \$150,000**

**Remaining balance after March vouchers: \$39,758**

**Magazine 2021-22 Budget: \$60,000**

**Remaining balance after March vouchers: \$22,320**



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

## MEMORANDUM

**DATE:** February 15, 2022  
**TO:** Marketing Committee  
**FROM:** Sean Kammer, Executive Director  
**SUBJECT:** Employee Recruitment Program

---

Currently, businesses in downtown Birmingham have reported that attracting and retaining employees has become a major challenge. It seems, regardless of economic sector, ranging from retail to restaurants and even professional services, businesses in the shopping district are facing similar challenges with regard to hiring adequate numbers of staff. The BSD's marketing and advertising committee has requested staff develop a comprehensive program to attract and retain employees in the district.

The following may be useful elements in helping to attract and retain employees in the downtown:

1. Assisting with overcoming transit related barriers:

This can include operating a bus pass program where workers have access to reduced cost transportation to and from the shopping district. Birmingham is a hub for public transit and this can be leveraged to help attract and retain workers.

2. Assisting with child care related barriers:

The BSD can assemble and provide lists of available and reputable child care facilities for workers in the district. Depending on how partnerships can be structured with local providers, the BSD may also be able to help facilitate the reduction of childcare-related costs for workers.

3. Work with local employers to identify other barriers to employment.

4. Assisting employees navigate downtown:

The BSD can provide materials to new hires to help them find their way around downtown, including where to get lunch, location of convenience stores, etc.

5. Incentivizing keeping dollars local:



Birmingham Shopping District  
151 Martin Street  
Birmingham, MI 48009  
248-530-1200  
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- The BSD can provide bonus Birmingham Bucks to workers as a special welcome and to encourage them to get lunch and other goods within the district.
6. Promoting these services and working downtown to the public:
    - a. The BSD should promote working in downtown Birmingham on its website.
      - i. Promoting working in a mixed-use district with vibrant public spaces.
      - ii. Promoting the services provided by the BSD to workers in the district.
      - iii. Creating a jobs board on the BSD website, where the public can search for jobs.
      - iv. Seizing advertising opportunities with SMART to promote the benefits of working in Birmingham.
      - v. Host periodic job fairs

Providing services that positively affect the material conditions of workers and that help them overcome barriers to sustainable employment would significantly enhance the value of the BSD in the eyes of the business district. This would be more impactful than the expenses dedicated to holiday lighting, flowers, and special events and would help establish Birmingham as a leader in downtown management, economic development, and business attraction.

Respectfully submitted,

Sean Kammer  
Executive Director

**DATE:** February 14, 2022

**TO:** Sean Kammer, BSD Director

**FROM:** Brooks Cowan, City Planner

**APPROVED:** Nick Dupuis, Planning Director

**SUBJECT:** BSD Employee Transit Program

---

## INTRODUCTION:

The City of Birmingham may wish to pursue a downtown employee transit program that provides monthly SMART bus passes for employees of businesses within the Birmingham Shopping District. Such a program could be included in a worker attraction program for the Birmingham Shopping District.

## BACKGROUND:

Downtown Birmingham employees may find access to parking limited and costly. Businesses may also find it difficult to attract and retain staff due to the daily cost of parking in Birmingham. A large portion of Birmingham's downtown consists of restaurants and retail uses which rely heavily upon part-time staff who may not have access to monthly parking structure passes. If these workers choose to drive to work, they most likely park in a structure and pay up to \$10 per day. Trying to avoid the structure fees by parking in the nearby neighborhoods runs the risk of being ticketed from Birmingham's residential parking permit program. The daily parking costs may drive away potential employees that downtown businesses need to attract to operate at preferred hours.

Cities such as Traverse City, MI, Ann Arbor, MI, and Boulder, CO have established downtown employee transit programs to provide more affordable access for employees and to reduce the parking demand in their downtowns. These programs may make it easier for downtown businesses to attract and retain employees as well. In the examples above, each DDA coordinates with local businesses and the local transit authority to facilitate subsidized bus passes for downtown employees.

Traverse City's program is titled "[Destination Downtown](#)", Ann Arbor's program is titled "[Go!Pass](#)", and Boulder, Colorado's program is titled the "[Eco Pass](#)". You can learn more about each program by clicking on their respective link. The programs are funded by a collaboration between the DDA and participating businesses in most cases. Traverse City also uses funding from their parking services fund.

In regards to transit access for Birmingham, 15-20 SMART busses pass through downtown **per hour** on a typical workday between 7am and 6pm. Woodward and Maple is a prioritized intersection in SMART's regional network of public transit and there are 6 different bus lines



connecting to and from neighborhoods north, south, east, and west of Birmingham. Relevant phone apps for users looking for scheduling and additional fares include the following:



DART – Detroit Area Regional Transit

- Purchase transit ticket online, 4 hour pass for \$2.00, 24 hour pass for \$5.00.
- Applicable to all SMART, DDOT, and Q-Line routes.
- Scan QR code upon entry.



Transit

- Live update status for bus times
- swipe left or right for north/south & east/west directional arrivals.
- Works worldwide for transit rail and bus



Smart Bus App

Live updates, maps, and route schedules for SMART regional transit network.

#### RECOMMENDATION:

Leveraging Birmingham's access to public transit could be an effective tool for the Birmingham Shopping District to attract and retain more employees. Doing so could help reduce transportation costs and incentivize workers to choose Birmingham employers over other competitors. Supporting an employee transit program could also make more parking spaces available to downtown customers and enhance their experience of visiting Birmingham.

Staff recommends that the Birmingham Shopping District may discuss if pursuing an employee transit program is worthwhile, and if so, how the BSD would coordinate with City staff on establishing a pilot program.


# January Advertising and Marketing Report

Date Range: 12/16/2021 – 1/15/2022

## Top FACEBOOK Posts

**Birmingham Shopping District**  
Published by Sean Kammer · January 3 at 7:17 PM ·

"Downtown Birmingham's former Panera Bread restaurant is being turned into CB2, a sister brand of high-end home goods retailer Crate & Barrel, as the building gets an overhaul."



CRAINSDetroit.COM  
**Crate & Barrel offshoot CB2 coming to Birmingham**  
Downtown Birmingham's former Panera Bread restaurant is being t...


6,119 People reached 1,364 Engagements - Distribution score [Boost post](#)

204 27 Comments 17 Shares

[Like](#) [Comment](#) [Share](#)

**Birmingham Shopping District**  
Published by Sean Kammer · January 3 at 7:36 PM ·

"CB2, a modern furniture and contemporary home décor store, has signed a lease for the former Panera location in downtown Birmingham, and Serena & Lily, a casual comfort home furnishings store, will be moving into the former Linda Dresner store on West Maple in the city."



DOWNTOWNPUBLICATIONS.COM  
**CB2, Serena and Lily coming to Birmingham**  
CB2, a modern furniture and contemporary home décor store, has signed a lease for the former Panera location in downtown Birmingham...

4,487 People reached 547 Engagements - Distribution score [Boost post](#)

61 3 Comments 8 Shares

[Like](#) [Comment](#) [Share](#)

**Birmingham Shopping District**  
Published by Erika Bassett · December 29, 2021 at 8:00 AM ·

Come and see the 41-foot holiday tree, lights and decorations in Shain park before they're gone for the season!

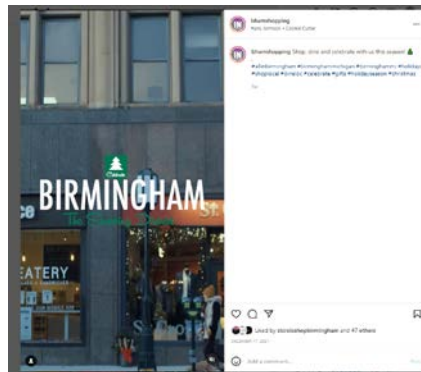
#allinbirmingham #birminghammichigan #birminghammi #holidaylights #christmaslights #holidaytree #christmastree



2,707 People reached 247 Engagements [Boost post](#)

FACEBOOK	
Page Followers	11,526
Reach	93,845
Engagement	3,280

## Top INSTAGRAM Posts

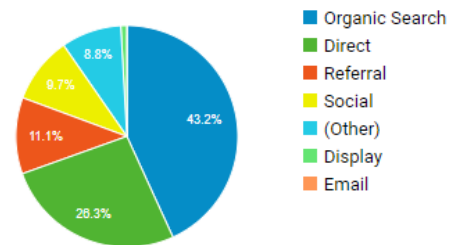


INSTAGRAM	
Page Followers	5,006
Reach	33,349
Engagement	543



## Website Performance Metrics

### Top Sources/Mediums



**Users: 7,374**  
**Sessions: 9,045**  
**Page Views: 16,983**  
**Bounce Rate: 50.26%**  
**Avg. Duration 1:49 min.**

### Most Popular Pages

Page	Pageviews	% Pageviews
1. / home	3,368	19.83%
2. /visitors/restaurant-week	2,697	15.88%
3. /calendar	1,204	7.09%
4. /shops?cat=all	993	5.85%
5. /visitors/wintermarket	841	4.95%
6. /dine?cat=all	651	3.83%
7. /calendar?view=monthlyEvents&category=&start=11/01/2021	618	3.64%

- December Social Media Focus: Holiday Shopping, Holiday Events and Business Highlights
- January Social Media Focus: Restaurant Week (starting week of 1/10), General Shopping and Business Highlights
- WOMC and WXYZ media Cruise Contract Spots – all used

# February Advertising and Marketing Report

Date Range: 1/16/2022 – 2/15/2022

## Top FACEBOOK Posts

**Birmingham Shopping District**  
Published by Claire Galli · January 22 at 3:30 PM ·

Did you know: VIGA USA is a world-wide registered brand that has found a home in downtown Birmingham. Owner, Lyudviga Shneyders, a Russian-born designer has her own couture line that was recently displayed in Tokyo, Japan.

VIGA also provides:  
• Custom Orders  
• In-Store Tailoring... [See more](#)



### FACEBOOK

Page Followers	11,544
Reach	82,210
Engagement	1,408

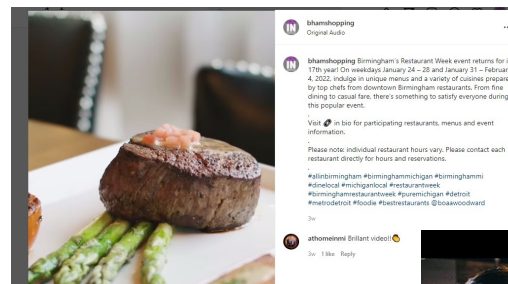
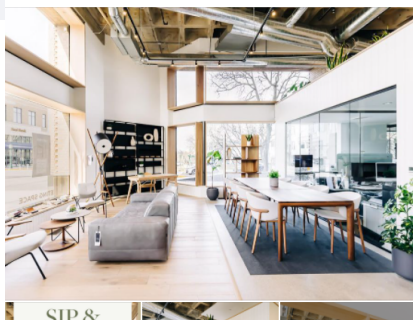


**Birmingham Shopping District**  
Published by Erika Bassett · January 24 at 8:00 AM ·

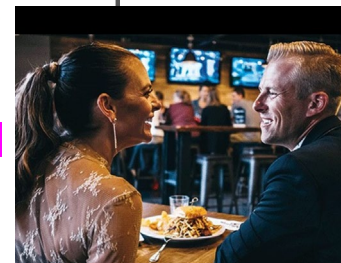
**Workco** has us excited for the work week! Bring out the best in your business with beautifully-designed shared work space that is both professional and modern.

Like what you see, but have your own space? Shop the showroom at **Workco** for fully customizable and eye-catching designs with limitless options. Signature brands, Artisan and Proctoria, are committed to quality and craftsmanship.

Stop by on Thursday, January 27 from 4-6PM for happy hour cocktails and goodies, and s... [See more](#)



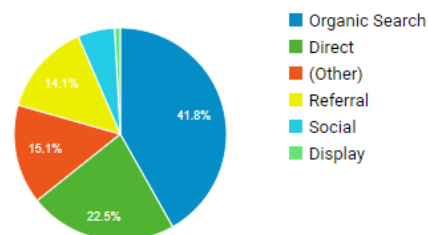
INSTAGRAM	
Page Followers	5,037
Reach	32,320
Engagement	1,363



## Top INSTAGRAM Posts

## Website Performance Metrics

### Top Sources/Mediums



**Users:** 11,860  
**Sessions:** 15,881  
**Page Views:** 29,608  
**Bounce Rate:** 40.75%  
**Avg. Duration:** 3:28 min.

### Most Popular Pages

Page	Pageviews	% Pageviews
1. /visitors/restaurant-week	12,138	41.00%
2. /home	4,923	16.63%
3. /calendar	1,253	4.23%
4. /calendar?view=eventbox&category=&start=01/24/2022	854	2.88%
5. /shops?cat=all	709	2.39%
6. /dine?cat=all	657	2.22%
7. /visitors/farmers-market	379	1.28%

- January and February Social Media Focus: Restaurant Week Promotion, General Business Highlights, Valentine's Day Shopping
- WOMC and WXYZ media Cruise Contract Spots – all used



*The Shopping District*

## **Maintenance/Capital Improvement Committee March 2022 Report**

**Meeting held on Tuesday, February 15, 2022**

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

**1. Attendance:**

Members Present:

Sarvy Lipari

Amy Pohlod

Glenn Ceresnei

Staff Present:

Sean Kammer

Brendan McGaughey

Brad McNab

Absent:

Steve Quintal

Bill Roberts

Doug Fehan

Ron Rea

**2. Public Comment: None**

**3. Concrete planters discussion**

Committee discussed future of concrete planters and whether or not to discontinue use. Pohlod asked if Lipari could be provided with existing contracts. Committee expressed wish to reduce number of service providers and rely on one company to handle flowers and planters when the item goes back out to RFP. Pohlod asked staff to generate maps that illustrate the location of items in the downtown.

**4. Upcoming S. Old Woodward Construction**

Committee discussed valet parking and asking the APC for funds to support it.

Staff notified committee about the upcoming public meeting on February 21.

**5. Wayfinding and gateway Signage Committee update**

Lipari updated the committee about the progress made by the Wayfinding committee.

**NEXT MEETING: Tuesday, March 8, 2022 at 8:30 a.m.**

**2021-22 Budget: \$70,000**

**Remaining balance March vouchers: \$30,219**

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

**Remaining balance after March vouchers: \$5,500**



## **Business Development Committee March 2022 Report**

**Meeting held on Thursday, February 24, 2022**

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

**Staff: Kammer**

1. Welcome and Introductions
2. Roll Call/Attendance:  
Present: McKenzie, Hockman  
Staff Present: Kammer  
Absent: Surnow  
Others Present: CC Consulting
3. Pipeline report and retail attraction update provided by CC Consulting.
4. Executive Director presented a draft of the business mix analysis. Committee provided feedback that office should not be included in the analysis and that the focus should only be concerned with first floor retail. Additional feedback included that the number of restaurants should be measured.
5. Executive Director presented information from Text My Gov, a text communication service which may be helpful during the scheduled construction on South Old Woodward. Committee recommended that it be added to the agenda for the Committee Chairs meeting.
6. Executive Director provided an update on elements of the employee attraction program being developed by the Marketing and Advertising Committee. The program included promotional items, a downtown transit program, and collaborating with other programs at the county level to assist workers with childcare.
7. The committee discussed the contract with CC Consulting. The contract is set to expire on March 31, 2022. Presently, the contract has reached its maximum allowable limit of compensation of \$75,000. CC Consulting is demanding that she be paid over and above this limit for additional deals she is working on. Staff is unable to comply with this demand unless the contract is amended by the board.
8. CC Consulting informed the committee that she was working on an event in downtown Birmingham for the Michigan Humane Society.

**NEXT MEETING: Thursday, March 24, 2022 at 8:30 a.m.**

**2021-22 Budget: \$100,000**

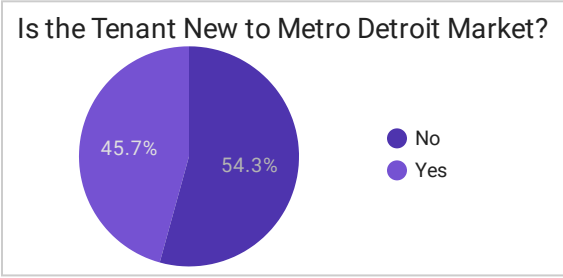
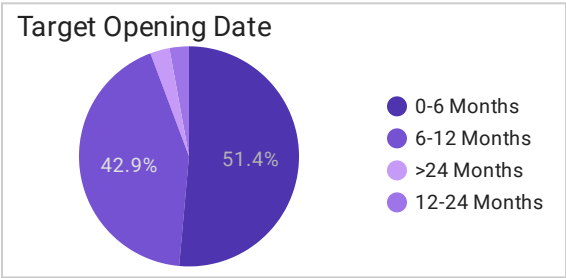
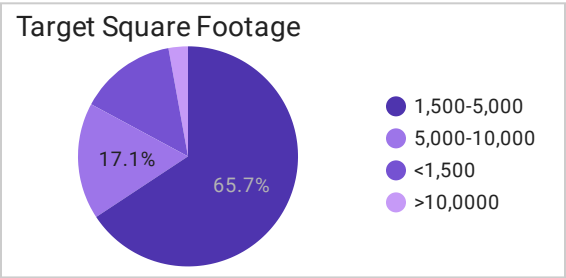
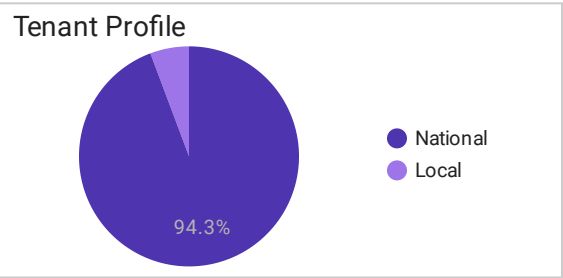
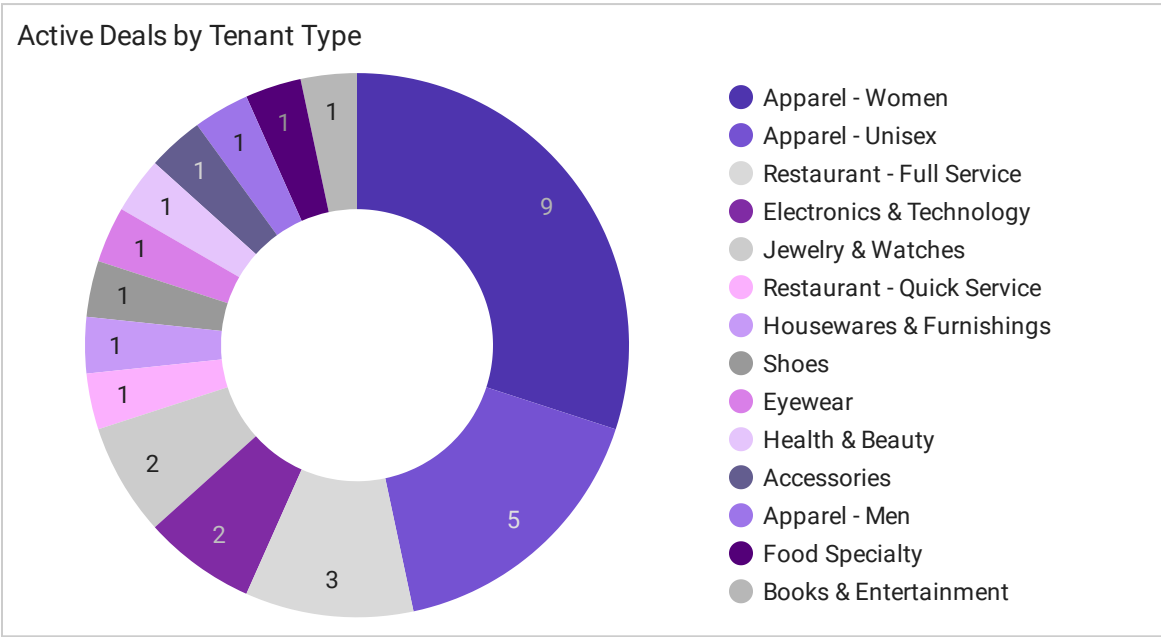
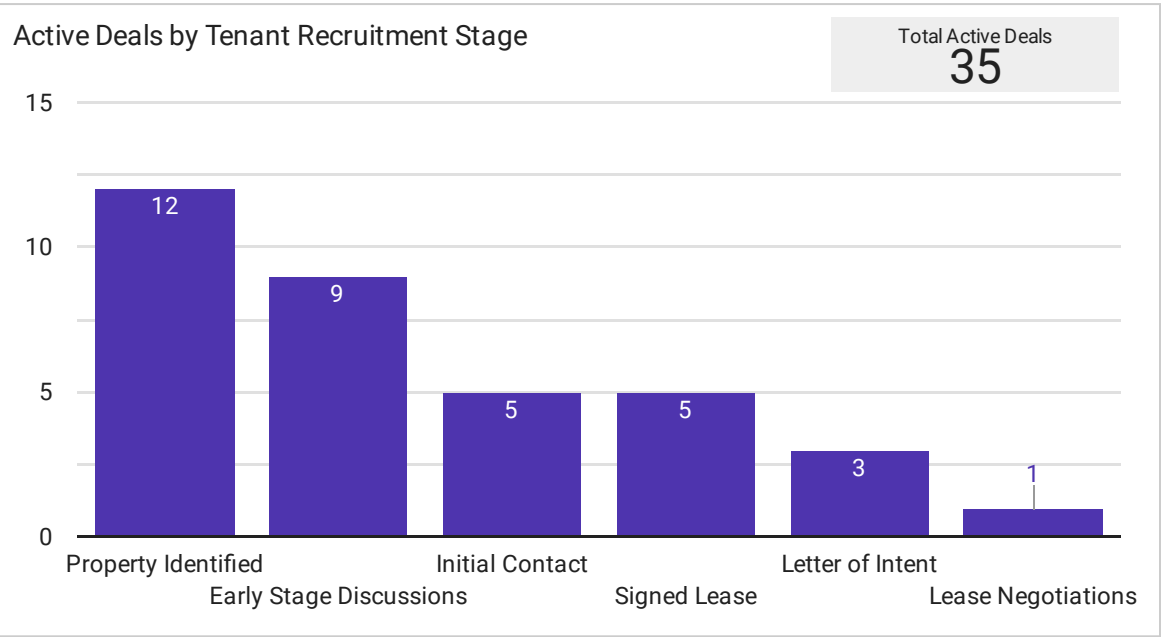
**Remaining balance after March vouchers: \$5,865**



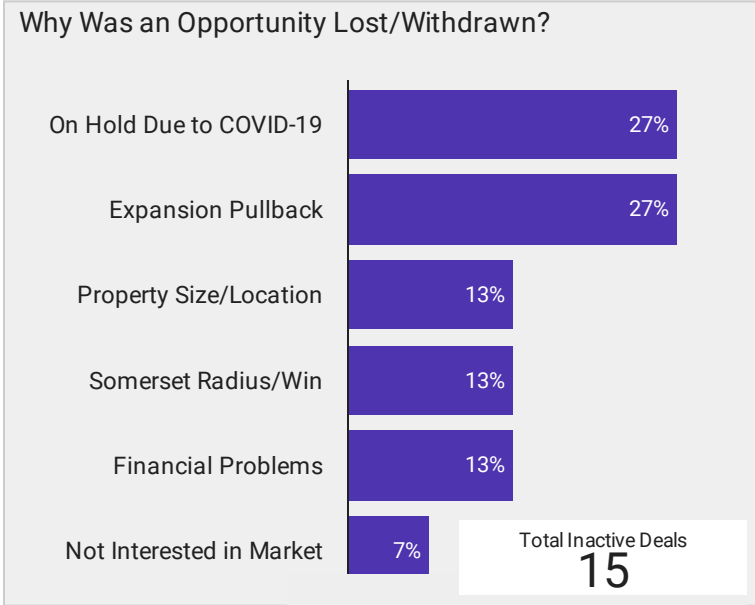
# Birmingham Shopping District Tenant Recruitment Pipeline Report

Select Date Range:

Mar 1, 2021 - Feb 28, 2022



Active Deals with Signed Letter of Intent						
	Tenant Type	Tenant Profile	Target Opening Date	Target Square Footage	Street Location	Most Recent Tracking Date
1.	Apparel - Women	Local	6-12 Months	1,500-5,000	W Maple	Letter of Intent Feb 20, 2022
2.	Jewelry & Watches	National	0-6 Months	1,500-5,000	Pierce	Signed Lease Feb 7, 2022
3.	Restaurant - Full Service	National	6-12 Months	5,000-10,000	W Merrill	Letter of Intent Jan 5, 2022
4.	Health & Beauty	National	0-6 Months	1,500-5,000	N Old Woodward	Lease Negotiations Jan 5, 2022
5.	Housewares & Furnishings	National	12-24 Months	5,000-10,000	N Old Woodward	Signed Lease Jan 5, 2022
6.	Restaurant - Quick Service	Local	0-6 Months	1,500-5,000	Pierce	Letter of Intent Sep 24, 2021
7.	Apparel - Unisex	National	0-6 Months	1,500-5,000	S Old Woodward	Signed Lease Aug 24, 2021
8.	Apparel - Athletic	National	0-6 Months	<1,500	W Maple	Signed Lease Aug 24, 2021
9.	Apparel - Women	National	0-6 Months	1,500-5,000	S Old Woodward	Signed Lease Mar 23, 2021



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

**MARCH 2022**

**Office Occupancy Rate 88%**

**Retail Occupancy Rate 96%**

<b>Name of Business</b>	<b>Property Address</b>	<b>Street Name</b>	<b>Notes</b>	<b>Date of notification</b>	<b>Scheduled to Open/Moved/Closed/Opened in last 12 months</b>
Paris Baguette	183	Old Woodward, North	Bakery	02/15/22	Scheduled to Open
Sybil	211	Hamilton Row	Dining	02/08/22	Scheduled to Open
Faherty	128	Old Woodward, South	Apparel	02/08/22	Scheduled to Open
Brilliant Earth Jewelry	277	Pierce Street	Jeweler	02/03/22	Scheduled to Open
Zahra	227	Old Woodward, South	Apparel - Women	02/03/22	Scheduled to Open
Zana	210	Old Woodward, South	Dining	02/03/22	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
Majda Diamond Vault	230	Merrill Street, East	Jeweler	02/03/22	Opened
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

**SCHEDULED TO OPEN/OPENED IN LAST 12 MONTHS****MARCH 2022**

Office Occupancy Rate 88%

Retail Occupancy Rate 96%

<b>Name of Business</b>	<b>Property Address</b>	<b>Street Name</b>	<b>Notes</b>	<b>Date of notification</b>	<b>Scheduled to Open/Moved/Closed/Opened in last 12 months</b>
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



## MONTHLY PARKING PERMIT & ACTIVITY REPORT

For the month of: January 2021

Date Compiled: February 14, 2021

Space Count	Pierce	Park	Peabody	N.Old Wood	Chester					Total
Total Garage Spaces	706	811	437	745	880					3579
Garage Monthly Permits Authorized	751	945	536	981	1368					4581

	\$70	\$70	\$70	\$70	\$50					Total
Permits Issued	Pierce	Park	Peabody	N.Old Wood	Chester					Total
Garage permits end of previous month	579	803	461	813	1064					3720
Garage permits canceled in month	3	2	2	11	3					21
Garage permits added in month	86	15	24	20	28					173
Total Garage permits end of month	662	816	483	822	1089					3872
Garage permits available	89	129	53	159	279					709
Garage evening passes	38	7	6	6	15					72

	\$210	\$150	\$180	\$105	
Hangtags	Lot #6	Lot #6 econ	Lot A & C	Lot B	Total
Total Hangtag Lot Spaces	174	79	8	40	301
Hangtag Lot Quarterly Permits Authorized	177	40	8	30	255
Hangtags issued	134	30	0	5	169
Hangtags available	43	10	8	25	86

Waiting List	Pierce	Park	Peabody	N.Old Wood	Chester	Lot #6	Lot #6 econ	Lot A & C	Lot B	Total
On Wait List - end of month	61	40	31	42	26	0	0	0	0	200
On Wait List-Unique Individuals**										96
Total On Wait List										296

Tuesday Jan 11th

Data from peak period of 2pm	Pierce	Park	Peabody	N.Old Wood	Chester	Lot #6	Lot #6 econ	Lot A & C	Lot B	Total
Transient parker occupied	232	169	140	95	38	N/A	N/A	N/A	N/A	674
Monthly parker occupied	242	180	159	154	210	N/A	N/A	N/A	N/A	945
Total parker occupied	474	349	299	249	248	N/A	N/A	N/A	N/A	1619
Total spaces available at	232	462	138	496	632	N/A	N/A	N/A	N/A	1960
Percentage occupied	67%	43%	68%	33%	28%					45%

\*\* 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 January 2020; 2021 & 2022

January 2020

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

January 2021

GARAGE	TOTAL CARS	FREE CARS	CASH REVENUE	% FREE
PEABODY**	11,931	11,931	\$ -	100%
PARK**	8,291	8,291	\$ -	100%
CHESTER**	3,932	3,932	\$ -	100%
WOODWARD**	5,813	5,813	\$ -	100%
PIERCE**	14,035	14,035	\$ 28.00	100%
<b>TOTALS</b>	44,002	44,002	\$ 28.00	100%

January 2022

GARAGE	TOTAL CARS	FREE CARS	CASH REVENUE	% FREE
PEABODY	8,589	6,659	\$ 10,217.01	78%
PARK	14,379	9,624	\$ 25,795.00	67%
CHESTER	7,689	6,807	\$ 5,134.00	89%
WOODWARD	12,198	9,160	\$ 18,330.00	75%
PIERCE	20,203	11,699	\$ 54,153.01	58%
<b>TOTALS</b>	63,058	43,949	\$ 113,629.02	70%

<b>BREAKDOWN:</b>	TOTAL CARS	-21%
<b>Compare 20 vs 22</b>	FREE CARS	+24%
	CASH REVENUE	-45%

Notes:

- 1) Due to Covid-19 free parking in place starting March 17, 2020 - July 2021.
- 2) January 2021 car counts based on passages only
- 3) In January 2022 due to equipment malfunctions - the Peabody garage gates were up January 24th - end of the month

# Birmingham Principal Shopping District Board

Voucher List For: 03/03/2022

Early Release	Vendor	Description	Account	Amount
	AMAZON CAPITAL SERVICES INC	MISC OFFICE SUPPLIES	OPERATING SUPPLIES	19.48
	ARTECH PRINTING INC	BSD ENVELOPES	OPERATING SUPPLIES	240.00
	BEASLEY MEDIA GROUP,	ADVERTISING	ADVERTISING	3,700.00
	BEIER HOWLETT P.C.	MISC LEGAL FEES	LEGAL SERVICES	90.75
	CC CONSULTING LLC	RETAIL CONSULTING COMMISSION FOR 277 PIERCE	TENANT RECRUITMENT	9,775.37
	COSTAR REALTY INFORMATION, INC	ONLINE RETAIL SERVICES	TENANT RECRUITMENT	850.00
	DOWNTOWN IDEA EXCHANGE	ANNUAL SUBSCRIPTION MAY 1, 2022 - MAY 1, 2023	MEMBERSHIP & DUES	246.50
	JCC CREATIVE LLC	SOCIAL MEDIA PHOTOGRAPHY	MARKETING & ADVERTISING	200.00
	METRO PARENT PUBLISHING GROUP	HOLIDAY ADVERTISING	MARKETING & ADVERTISING	2,500.00
	MICHIGAN DOWNTOWN ASSOC.	LEGISLATIVE DAY CONFERENCE	CONFERENCES & WORKSHOPS	60.00
	MILES PARTNERSHIP	WEBSITE	WEB SITE MAINTENANCE	900.00
	NICK'S MAINTENANCE SERVICE	SNOW CLEARING SERVICES MARCH	SNOW REMOVAL CONTRACT	10,700.00
	SP+ CORPORATION	EMPLOYEE MONTHLY PARKING	OTHER CONTRACTUAL SERVICE	100.00
	TIFFANY FLORIST	BUSINESS ANNIVERSARY GIFT	TENANT RECRUITMENT	134.95
	WDIV/TV4	ADVERTISING - RESTAURANT WEEK	MARKETING & ADVERTISING	2,000.00
	YIFTEE, INC	PROMOTIONAL DOLLARS FOR SPONSORSHIPS	PUBLIC RELATIONS	414.00

**Birmingham Principal Shopping District Board****Voucher List For:** 03/03/2022

Early Release Vendor	Description	Account	Amount
Total:			\$ 31,931.05
<u>Journal Entries</u>			
	Verizon - Sean, Jaimi and Erika cell phones		\$ 129.58
	City of Birmingham - Postage for BFM, DOTT and MN special event notifications		576.40
	City of Birmingham - Postage for Year in Review mailing		310.58
	Credit Card - Etsy business anniversary gifts - refund of sales tax		(194.04)
	Credit Card - Facebook boosted posts and ads		170.00
	Total Journal Entries		\$ 992.52
	TOTAL VOUCHERS AND JOURNAL ENTRIES		\$ 32,923.57

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

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

**Date** \_\_\_\_\_



Birmingham Shopping District  
Meeting Date: 03/03/2022  
151 Martin Street  
Birmingham, MI 48009  
248-530-1200  
ALLINBirmingham.com

## MEMORANDUM

**DATE:** February 25, 2022  
**TO:** BSD Board of Directors  
**FROM:** Sean Kammer, Executive Director  
**SUBJECT:** Retail Recruiter Contract

---

The BSD's contract with CC Consulting to provide retail recruiting and business retention services is set to expire on March 31, 2022. The contract was originally enacted in 2019 at a price of \$25,000 for a one-year contract term. The contract was renewed in 2020. In April of 2021, the contract was renewed again with a base pay of \$28,000 and a maximum rate of \$50,000, providing bonuses for signed leases. In June of 2021, the contract was amended, increasing the maximum compensation to \$75,000.

CC Consulting submitted a total of five signed leases for bonuses, including Johnny Was in 2020, Faherty, State and Liberty, and Evereve expansion in 2021, and CB2 and Brilliant Earth in early 2022. The maximum compensation level of \$75,000 has been reached for the current contract, including the anticipated retainer (base pay) payments set to continue to the conclusion of the contract. The most recent bonus payment for Brilliant Earth was not able to be paid in full due to the maximum compensation limit imposed by the terms of the contract. Staff was repeatedly asked by CC Consulting and board members to find a way to override this limit, but that is not within the power of the Executive Director. Only an action from the board can amend the terms of the contract with the approval of a contract addendum.

The contract may be renewed on an annual basis by the board. If the board elects to renew the contract, it would take effect on April 1, 2022. The board also can change the compensation and term of the contract upon renewal, with the inclusion of an addendum to the contract. Other options include not renewing the contract and/or going out for RFP, if the board so chooses.



Birmingham Shopping District  
Meeting Date: 03/03/2022  
151 Martin Street  
Birmingham, MI 48009  
248-530-1200  
ALLINBirmingham.com

There was no formal recommendation from the committee from which to generate a suggested resolution for the board's consideration.

Respectfully submitted,

Sean Kammer  
Executive Director



*The Shopping District*

## MEMORANDUM

**DATE:** February 6, 2020

**TO:** Birmingham Shopping District Board

**FROM:** Ingrid Tighe, Executive Director

**SUBJECT:** New Business Item 8A Third Party Retail Recruiting Agreement

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The BSD's contract with CC Consulting to perform retail recruiting of national and regional retailers to the downtown Birmingham Shopping District is up for renewal. Pursuant to the original contract, CC Consulting's contract may be renewed on an annual basis per BSD Board approval. The new contract would be effective starting April 1, 2020. CC Consulting's service in the first year has been exceptional resulting in the signed lease of one national women's apparel store. Additionally, CC Consulting has attended several ICSC conferences and is actively communicating with several prospective retailers.

**Suggested Action:**

**To approve the renewal agreement with CC Consulting for third party retail recruiting of national and regional retailers to the downtown Birmingham Shopping District, pending proof of insurance.**

**ATTACHMENT A - AGREEMENT**  
**For Third Party Retail Recruiter**

---

This AGREEMENT, made this 27 day of January, 2020, by and between Birmingham Shopping District, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "BSD"), and CC Consulting, Inc., having its principal office at 7 West Square Lake Road, Bloomfield Hills, MI (hereinafter called "Recruiter"), provides as follows:

**WITNESSETH:**

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

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

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

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



4. Notwithstanding the foregoing term, either party may terminate this Agreement for any or no reason upon a thirty day (30) notice to the other party. If the BSD terminates the Agreement under this paragraph, Recruiter will be compensated for any work already performed up to the date of termination. However, Recruiter shall not perform any new work or incur new costs after the BSD's notice of termination unless specifically authorized by the BSD.

5. The BSD shall pay the Recruiter for the performance of this Agreement in an amount not to exceed \$25,000 + insurance, as set forth in the Recruiter's Feb. 27, 2019 cost proposal (which is a continuation from the prior contract). This fee will be paid in the form of a monthly retainer and under specific circumstances a negotiated additional fee as set forth in Attachment D. Under the Agreement, Recruiter may not collect a commission, bonus, fees or any other type of payment from other parties other than the BSD.

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

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

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

9. The Recruiter acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Recruiter recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the BSD. Therefore, the Recruiter agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Recruiter shall inform its employees of the confidential or proprietary nature of such information and shall

limit access thereto to employees rendering services pursuant to this Agreement. The Recruiter further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

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

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

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

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

14. The Recruiter shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the Birmingham Shopping District.

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

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Recruiter shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan, if applicable.

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

- B. Commercial General Liability Insurance: Recruiter shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Recruiters Coverage; (D) Broad Form General Liability Extensions or equivalent.
- C. Motor Vehicle Liability: Recruiter shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than **\$1,000,000** per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: Birmingham Shopping District and the City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Professional Liability: Professional liability insurance with limits of not less than **\$1,000,000** per claim if Recruiter will provide service that are customarily subject to this type of coverage.
- F. Owners Recruiters Protective Liability: The Recruiter shall procure and maintain during the life of this contract, an Owners Recruiters Protective Liability Policy with limits of liability not less than **\$3,000,000** per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The Birmingham Shopping District shall be "Name Insured" on said coverage.
- G. Cancellation Notice: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Notification should be made to Birmingham Shopping District, Executive Director, 151 Martin St. Birmingham, MI 48009.
- H. Proof of Insurance Coverage: Recruiter shall provide the Birmingham Shopping District at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the Birmingham Shopping District, as listed below.
- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;

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

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

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

Birmingham Shopping District  
Ingrid Tighe, Executive Director  
151 Martin Street  
Birmingham, MI 48009  
248-530-1250

CC Consulting  
Cindy Ciura  
7 West Square Lake Road  
Bloomfield Hills, MI 48302  
248-758-2358

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



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

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

WITNESSES:

  
\_\_\_\_\_

RECRUITER:


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


**Birmingham Shopping District**


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


Its: Chairman

Approved:

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

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/18/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 NUTMEG INS AGENCY INC/PHS 76210781 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78265	CONTACT NAME: PHONE (888) 925-3137 (A/C, No, Ext):		FAX (888) 443-6112 (A/C, No):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC#	
INSURED CC Consulting, LLC 7 W SQUARE LAKE RD BLOOMFIELD HILL ,MI 48302-0462	INSURER A : The Twin City Fire Insurance Company		29459
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	X		76 SBU BE3990	03/16/2019	03/16/2020	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB EXCESS LIAB	<input type="checkbox"/> OCCUR CLAIMS-MADE					EACH OCCURRENCE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A					E L EACH ACCIDENT	
							E L DISEASE -EA EMPLOYEE	
							E L DISEASE - POLICY LIMIT	
A	EMPLOYMENT PRACTICES LIABILITY			76 SBU BE3990	03/16/2019	03/16/2020	Each Claim Limit	\$10,000
							Aggregate Limit	\$10,000

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008, attached to this policy.

## CERTIFICATE HOLDER

Birmingham Shopping District  
151 MARTIN ST  
BIRMINGHAM MI 48009-3368

## 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

*Susan L. Castaneda*

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## **REQUEST FOR PROPOSALS For Third Party Retail Recruiter**

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Sealed proposals endorsed **"Third Party Retail Recruiter"**, will be received at the Birmingham Shopping District, ATTN: Ingrid Tighe, 151 Martin Street, Birmingham, Michigan, 48009; until **Wednesday, February 27, 2019 at 10:00 AM** after which time bids will be publicly opened and read.

The Birmingham Shopping District (the "BSD") in Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms and/or Recruiters for retail Recruiting to represent the BSD in recruiting national and regional retailers and work with them to locate and establish a retail operation within the commercial space in the downtown Birmingham Shopping District. This work must be performed as specified accordance with the specifications contained in the Request For Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at the Birmingham Shopping District, 151 Martin St., Birmingham, Michigan. ATTENTION: Birmingham Shopping District, Executive Director, Ingrid Tighe.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the BSD until an agreement has been executed.

<b>Submitted to MITN:</b>	<b>Wednesday, February 13, 2019</b>
<b>Deadline for Submissions:</b>	<b><u>Wednesday, February 27, 2019 at 10:00 AM</u></b>
<b>Interviews:</b>	<b>Tentatively Thursday, February 28, 2019</b>
<b>Contact Person:</b>	BSD Executive Director, Ingrid Tighe 151 Martin Street Birmingham, MI 48009 Phone: 248-530-1200 Email: <a href="mailto:itighe@bhamgov.org">itighe@bhamgov.org</a>





## REQUEST FOR PROPOSALS For Third Party Retail Recruiter

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## **INTRODUCTION**

For purposes of this request for proposals the Birmingham Shopping District will hereby be referred to as "BSD" and the private firm or person will hereby be referred to as "Recruiter."

The BSD in Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms and/or Recruiters for retail Recruiting to represent the BSD in recruiting national and regional retailers and work with them to locate and establish a retail operation within the commercial space in the downtown Birmingham Shopping District. This work must be performed as specified accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

During the evaluation process, the BSD reserves the right to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the BSD, Recruiters submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a Recruiter will be completed by Tuesday, March 5, 2019. An Agreement for services will be required with the selected Recruiter. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the BSD.

## **REQUEST FOR PROPOSALS (RFP)**

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide retail Recruiting to the BSD in recruiting national and regional retailers and work with them to locate and establish a retail operation within the commercial space in the downtown Birmingham Shopping District.

## **INVITATION TO SUBMIT A PROPOSAL**

Proposals shall be submitted no later than Wednesday, February 27, 2019 at 10:00 AM to:

### **HAND DELIVERED:**

Birmingham Shopping District  
ATTN: Ingrid Tighe, Executive Director  
151 Martin Street  
Birmingham, Michigan 48009

### **MAILED:**

Birmingham Shopping District  
ATTN: Ingrid Tighe, Executive Director  
151 Martin Street  
Birmingham, Michigan 48009

One (1) original and one (1) copy of the proposal shall be submitted. *Also, include a digital copy of the RFP on a thumb drive in the packet.* The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **“Third Party Retail Recruiter”**. Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

## **INSTRUCTIONS TO BIDDERS**

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Recruiter's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made in writing and delivered to: Ingrid Tighe, BSD Executive Director, 151 Martin Street, Birmingham, Michigan 48009 or [itighe@bhamgov.org](mailto:itighe@bhamgov.org). Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the BSD to the most responsive and responsible bidder who can best accomplish the requirements of the Statement of Work in an effective and cost efficient manner.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The BSD will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the BSD should be directed as part of their proposal.

## **EVALUATION PROCEDURE AND CRITERIA**

The evaluation panel will consist of BSD Board members, BSD staff and any other person(s) designated by the BSD who will evaluate the proposals based on, but not limited to, the following criteria:

1. Ability to provide services as outlined
2. Related experience with similar projects, Recruiter background, and personnel qualifications
3. Quality of materials proposed
4. Overall Costs
5. References

## **TIMELINE:**

<b>Submitted to MITN:</b>	<b>Wednesday, February 13, 2019</b>
<b>Deadline for Submissions:</b>	<b><u>Wednesday, February 27, 2019 at 10:00 AM</u></b>
<b>Interviews:</b>	<b>Tentatively Thursday, February 28, 2019</b>
<b>Contact Person:</b>	<b>BSD Executive Director, Ingrid Tighe</b>

## **TERMS AND CONDITIONS**

1. The BSD reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The BSD reserves the right to award the contract to the next most qualified Recruiter if the successful Recruiter does not execute a contract within ten (10) days after the award of the proposal.
2. The BSD reserves the right to request clarification of information submitted and to request additional information of one or more Recruiters.
3. The BSD reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The BSD may terminate this Agreement at any point in the process upon notice to Recruiter sufficient to indicate the BSD's desire to do so. In the case of such a stoppage, the BSD agrees to pay Recruiter for services rendered to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an

irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.

5. The cost of preparing and submitting a proposal is the responsibility of the Recruiter and shall not be chargeable in any manner to the BSD.
6. Payment will be made within thirty (30) days after invoice. Acceptance by the BSD is defined as authorization by the designated BSD representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the BSD.
7. The Recruiter will not exceed the timelines established for the completion of this project.
8. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

## **RECRUITER'S RESPONSIBILITIES**

Each bidder shall provide the following as part of their proposal:

1. Complete and sign all forms requested for completion within this RFP.
  - a. Bidder's Agreement (Attachment B - p. 18)
  - b. Cost Proposal (Attachment C - p. 19)
  - c. Iran Sanctions Act Vendor Certification Form (Attachment E - p. 21)
  - d. Agreement (p. 11 – **only if selected by the BSD**).
2. Provide a description of completed projects (preferably projects working with municipalities similar to Birmingham and high-end retailers such as those found in the BSD) that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.
3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 9).
4. The Recruiter will be responsible for any changes necessary for the plans to be approved by the BSD of Birmingham.
5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
6. Provide a list of sub-Recruiters and their qualifications, if applicable.
7. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects utilizing the same or similar services included in the Recruiter's proposal.

8. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Recruiter will be available according to the proposed timeline.

### **BSD RESPONSIBILITY**

1. The BSD will provide a designated representative to work with the Recruiter to coordinate both the BSD's and Recruiter's efforts.
2. The BSD will be accessible to the Recruiter during regular business hours as approved by the BSD's designated representative.

### **SETTLEMENT OF DISPUTES**

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 17 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

### **INSURANCE**

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 12 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

### **CONTINUATION OF COVERAGE**

The Recruiter also agrees to provide all insurance coverages as specified. Upon failure of the Recruiter to obtain or maintain such insurance coverage for the term of the agreement, the BSD may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, BSD shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

### **EXECUTION OF CONTRACT**

The bidder whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the BSD until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandoned all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A page 11.

## **INDEMNIFICATION**

The successful bidder agrees to indemnify the BSD and various associated persons. Please refer to paragraph 13 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

## **CONFLICT OF INTEREST**

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 14 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

## **EXAMINATION OF PROPOSAL MATERIALS**

The submission of a proposal shall be deemed a representation and warranty by the Recruiter that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

## **PROJECT TIMELINE**

March 2019: Initial meeting to discuss BSD recruitment strategy, develop recruitment plan and timeline, and begin implementation of retailer recruitment plan.

April 2019 – February 2020: implementation of action plan, consultation and coaching to the BSD.

The Recruiter will not exceed the timelines established for the completion of this project.

## **SCOPE OF WORK**

The Recruiter shall perform the following services in accordance with the requirements as defined and noted herein. In the scope of their work the retail leasing Recruiter shall:

1. In general act as a representative of the Birmingham Shopping District to recruit national and regional retailers for commercial space within the District.
2. Develop retailer recruitment plan consisting of:
  - a. Target list of national and regional retailers with contact information
    - i. Establish goals for tenant mix within the district, based on input from and interaction with the BSD Executive Director and BSD Board.
  - b. Work with BSD staff to maintain and update listing of available retail properties, utilizing various tools.
  - c. Represent and recruit on behalf of the BSD at ICSC and similar conferences.
3. Action plan:
  - a. Strategy implementation plan
  - b. Meet with key commercial property owners initially, then only as needed.
  - c. Work with BSD staff to host events for retailers and brokers. Events could include but are not limited to roundtable meetings and real estate tours.
  - d. Assist BSD in connecting with the targeted retailers and facilitating conversations, meetings, etc. when necessary to move possible deals forward.
  - e. Help facilitate interactions with property owners/brokers and prospective tenants to close deals that are acceptable to all parties.
4. Consultation and coaching to the BSD throughout process
  - a. Produce monthly retailer status report (at an agreed upon date every month) for Executive Director and BSD Board review. Report shall include, but is not limited to:
    - i. Target retailer list
    - ii. Contacts made with perspective retailers
    - iii. Appointments scheduled/completed
    - iv. Visits scheduled/completed
    - v. Property information (which properties, how many SF, etc. is tenant interested in)
    - vi. Anticipated timeline of potential deal
    - vii. Next steps
    - viii. Status of every deal i.e. initial interest, LOI, signed lease, etc.
  - b. Third Party Retail Recruiter shall be in regular contact with the BSD Executive Director and shall attend BSD Board or Business Development meetings, as necessary.

Disclaimers:



All work performed on behalf of the BSD becomes the property of the Birmingham BSD for its exclusive use. This includes, but is not limited to contact information, database updates, available property updates, leasing plans, and retailer lists.

The above scope of work is representative of work expected by the Third Party Retail Recruiter. However, both parties acknowledge that scope of work may expand as needed.

## ATTACHMENT C - COST PROPOSAL

### For Third Party Retail Recruiter

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

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

COST PROPOSAL	
ITEM	BID AMOUNT
Materials & Equipment	\$
Labor	\$25,000. <sup>00</sup> (2083. <sup>33</sup> /month)
Miscellaneous (Attach Detailed Description)	\$ agreed upon insurance coverage
<b>TOTAL BID AMOUNT</b>	\$
ADDITIONAL BID ITEMS	
	\$
	\$
<b>GRAND TOTAL AMOUNT</b>	\$ 25,000 + insurance

UNIT COST BID ITEMS	
	\$ per

Firm Name C C Consulting

Authorized signature  Date 2/27/19

## ATTACHMENT D – INCENTIVE COMPENSATION CHART

### For Third Party Retail Recruiter

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

### Fiscal Year Incentive Compensation Chart

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

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

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

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

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

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

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

Cindy Pierra 1/27/20  
PREPARED BY DATE  
(Print Name)

Cindy Pierra 1/27/20  
TITLE DATE

Cindy Pierra cindy@ccofdetroit.com  
AUTHORIZED SIGNATURE E-MAIL ADDRESS

CC Consulting LLC  
COMPANY

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

CC Consulting LLC 248-758-2358  
NAME OF PARENT COMPANY PHONE

7 West Square Lake Rd. Bloomfield Hills MI 48302  
ADDRESS

33-1124503  
TAXPAYER I.D.#

**ADDENDUM TO ATTACHMENT A – AGREEMENT**

**For Third Party Retail Recruiter**

This ADDENDUM, made this 1st day of April 2021, by and between the BIRMINGHAM SHOPPING DISTRICT (hereinafter called "BSD"), having its principal municipal office at 151 Martin Street, Birmingham, MI, and CC CONSULTING (hereinafter called "Recruiter"), having its principal office at 7 West Square Lake Rd., Bloomfield Hills, MI, provides as follows:

**WITNESSETH:**

**WHEREAS**, the Parties entered into an Agreement that Recruiter provide certain recruiting services for the BSD; and,

**WHEREAS**, the Agreement contained a one year term, which could be renewed each year through BSD Board approval; and,

**WHEREAS**, the Agreement dictated that if changes to the original terms are sought, an amendment to the Agreement must be prepared and signed before any changes are effective; and,

**WHEREAS**, the Parties seek to change certain terms to the Agreement.

**NOW, THEREFORE**, the Parties agree to the following amendments to the Agreement:

1. The BSD shall pay the Recruiter for the performance of the terms in the Agreement as set forth in the "Third Party Retail Consultant Compensation Schedule", attached as Exhibit "A" to this Addendum.

----- The remainder of this page has been left intentionally blank.-----

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

RECRUITER:

By: [Signature]  
Its: principal

STATE OF MICHIGAN     )  
                                      )ss  
COUNTY OF OAKLAND    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared \_\_\_\_\_, who acknowledged that with authority to do so she signed this Agreement.

\_\_\_\_\_  
Notary Public, Oakland County, Michigan  
My commission expires: \_\_\_\_\_

BIRMINGHAM SHOPPING DISTRICT

By: [Signature]  
Chairman

Approvals:

[Signature]  
BSD Executive Director  
(Approved as to substance)

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

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

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

## EXHIBIT "A"

- This Exhibit "A" replaces Exhibit D from the former contract.
- This Exhibit is operative for one year commencing April 1, 2021 - March 31, 2022.

### Third Party Retail Consultant Compensation Schedule

Annual Base Compensation:	\$ 28,000
New Tenant Recruitment Incentive Bonus Base per Signed	\$ 5,000
Total Maximum Annual Compensation	\$ 50,000

New Tenant Recruitment Incentive Bonus Schedule	% of Bonus Base	Incentive Bonus
Tenant #1 Lease Signed	80%	\$ 4,000
Tenant #2 Lease Signed	100%	\$ 5,000
Tenant #3+ Lease Signed	120%	\$ 6,000

### Performance Bonus

Available bonus pool equal to the total maximum annual compensation amount less base compensation and the total new tenant recruitment bonus paid. BSD Business Development Committee to determine what percentage of the available bonus pool to award based on impact across the following 4 dimensions:

**Grow:** Recruit tenants that have a high likelihood of being financially viable in our community, complementary to the existing portfolio of businesses, and are perceived as high-quality retailers.

**Retain:** Actively contribute to lease renewals in cases where retention risk is high (e.g., competitive situations with Somerset, retailer location change, etc.)

**Maintain:** Sustain the health and quality of the recruitment pipeline and preserve integrity of reporting

**Create:** Collaborate on the updating of BSD marketing collateral and other tenant recruitment assets

Illustrative Example:	Comp
Annual Base Compensation:	\$ 28,000
Recruitment Incentive Bonus #1	\$ 4,000
Recruitment Incentive Bonus #2	\$ 5,000
Recruitment Incentive Bonus #3	\$ 6,000
Annual Performance Bonus (100%)	\$ 7,000
<b>Total</b>	<b>\$ 50,000</b>
% Base Compensation	56%
% Recruitment Incentive Bonus	30%
% Performance Bonus	14%

## **ADDENDUM TO ATTACHMENT A – AGREEMENT**

### **For Third Party Retail Recruiter**

This ADDENDUM, made this 8th day of June 2021, by and between the BIRMINGHAM SHOPPING DISTRICT, (hereinafter called "BSD"), having its principal municipal office at 151 Martin Street, Birmingham MI, and CC CONSULTING (hereinafter called "Recruiter"), having its principal office at 7 West Square Lake Rd., Bloomfield Hills, MI, provides as follows:

#### **WITNESSETH:**

**WHEREAS**, the Parties entered into an Agreement that Recruiter provide certain recruiting services for the BSD on April 1, 2019; and,

**WHEREAS**, the Agreement contained a one year term, which could be renewed each year through BSD Board approval in paragraph 3, page 1 of the Agreement; and,

**WHEREAS**, the Agreement was extended for an additional one year term through BSD board approval, beginning April 1, 2021, expiring March 31, 2022; and,

**WHEREAS**, the Agreement dictated that if changes to the original terms are sought, an amendment to the Agreement must be prepared and signed before any changes are effective; and,

**WHEREAS**, the Parties seek to change certain terms of the Agreement.

**NOW, THEREFORE**, the Parties agree to the following amendments to the agreement:

1. The BSD shall pay the Recruiter for the performance of the terms in the Agreement as set forth in the "Third Party Retail Consultant Compensation Schedule", attached as Exhibit "B" to this Addendum.
2. The adoption of this agreement replaces the previously adopted amendment dated as of April 1, 2021.

----- The remainder of this page has been left intentionally blank.-----



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

RECRUITER:

BY: 

Its: 

STATE OF MICHIGAN

COUNTY OF OAKLAND

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared \_\_\_\_\_, who acknowledged that with the authority to do so she signed this Agreement.

\_\_\_\_\_  
Notary Public, Oakland County, Michigan

My commission expires: \_\_\_\_\_

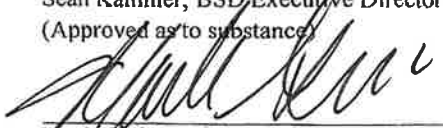
**BIRMINGHAM SHOPPING DISTRICT**


By: 


Chairman

Approvals:

  
Sean Kammer, BSD Executive Director  
(Approved as to substance)

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

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

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

## EXHIBIT "B"

This Exhibit "B" replaces Exhibit "A" from the previous addendum

This Exhibit is operative for the term of the contract, expiring March 31, 2022

### Third Party Retail Consultant Compensation Schedule

Annual Base Compensation:	\$ 28,000
Incentive & Performance Bonus Pool Maximum	\$ 47,000
<b>Total Maximum Annual Compensation</b>	<b>\$ 75,000</b>

<b>New Tenant Recruitment Incentive Bonus Schedule</b>	<b>National Tenant</b>	<b>Regional Tenant</b>	<b>Local Tenant</b>
Tenant #1 Lease Signed	\$ 10,000	\$ 8,000	\$ 5,000
Tenant #2 Lease Signed	\$ 12,000	\$ 9,600	\$ 6,000
Tenant #3+ Lease Signed	\$ 15,000	\$ 12,000	\$ 7,500

### Performance Bonus

Available performance bonus pool equal to the total maximum annual compensation amount less base compensation and the total new tenant recruitment incentive and spot bonuses paid. BSD Business Development Committee to determine what percentage of the available bonus pool to award based on impact across the following 4 dimensions:

**Grow:** Recruit tenants that have a high likelihood of being financially viable in our community, complementary to the existing portfolio of businesses, and are perceived as high-quality retailers.

**Retain:** Actively contribute to lease renewals in cases where retention risk is high (e.g., competitive situations with Somerset, retailer location change, etc.)

**Maintain:** Sustain the health and quality of the recruitment pipeline and preserve integrity of reporting

**Create:** Collaborate on the updating of BSD marketing collateral and other tenant recruitment assets

<b>Illustrative Example:</b>	<b>Comp</b>
Annual Base Compensation:	\$ 28,000
Retention Spot Bonus	\$ 5,000
National Tenant Recruitment Incentive Bonus #1	\$ 10,000
National Tenant Recruitment Incentive Bonus #2	\$ 12,000
Local Tenant Recruitment Incentive Bonus #1	\$ 5,000
Available Annual Performance Bonus	\$ 15,000
<b>Total Potential Compensation</b>	<b>\$ 75,000</b>

**Note:** All lease incentive payment requests require supporting documentation from the signed tenant's landlord verifying vital involvement and contributions to the recruitment process

**PSD/BSD RETAIL RECRUITING SERVICES  
CONFIDENTIALITY AGREEMENT**

This PSD/BSD RETAIL RECRUITING SERVICES CONFIDENTIALITY AGREEMENT ("Agreement") is dated 4/5/19 (the "Effective Date") and is entered into by CC Consulting ("Recruiter") and the Principal Shopping District (also known as the BSD) (hereafter referred to as "PSD").

**RECITALS:**

(A) From time to time, the PSD works with the Recruiter regarding the recruitment of retailers that furthers economic development in the City of Birmingham that generates investment and maintains or creates jobs.

(B) While working with the PSD in recruiting retailers, the Recruiter will voluntarily provide the PSD with information the Recruiter has identified as "Confidential Exempt Information." In each case, the Recruiter will have certified that (i) such information provided to the PSD is comprised of, or contains, trade secrets or commercial or financial information voluntarily submitted by the Retailer for use in developing governmental policy, and (ii) the release of the Confidential Exempt Information will cause competitive harm to such Retailer.

(C) Confidential Exempted Information, may include, without limitation, investment information, project plans and requirements, technical and business information regarding business operations and affairs, financial data, sales and marketing information, specifications, drawings, sketches, data, documentation, correspondence or any other private or proprietary ideas or information.

(D) The PSD and Recruiter desire to establish terms governing the disclosures of any Confidential Exempted Information shared with the PSD.

**NOW, THEREFORE**, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the PSD and Recruiter agree as follows:

1. As an integral part of its advisory communications and advisory notes with and between the Recruiter and the PSD, and for the preliminary purpose of the PSD's determination of policy or action, the Recruiter may provide the PSD and the PSD may provide the Recruiter with Confidential Exempt Information.

2. The PSD and the Recruiter shall (a) hold any Confidential Exempt Information in strict confidence using at least the same care and caution it affords its own confidential information, but in no case less than a reasonable degree of care; (b) take any and all steps which may be necessary and reasonable to protect such Confidential Exempted Information; (c) use such Confidential Exempted Information only in connection with facilitation of recruiting retailers to the City of Birmingham; (d) reproduce Confidential Exempted Information only to the extent necessary in connection with the applicable recruitment, and (e) restrict disclosure of Confidential Exempted Information only to employees whose duties justify the need to know the Confidential Exempted Information in connection with the applicable recruitment and who are advised as to the confidential and proprietary nature of the Confidential Exempt Information and are required to comply with the provisions of this Agreement.

3. The Agreement shall continue to be effective until the \_\_\_ \_\_ year anniversary of the last date in which the Recruiter and the PSD provide any Confidential Exempt Information. The PSD shall maintain a description of each document comprising the Confidential Exempt Information in a central place and otherwise comply with the requirements of MCL 15.243(f)(iii).

4. Subject to Section 5(a) below, the PSD and the Recruiter will use their best efforts to keep confidential (i) the fact that the Recruiter is discussing recruitment with any certain retailer, (ii) any of the terms, conditions or other facts with respect to the recruiting or other related transactions, including the status thereof, and (iii) the identity of any retailer considering locating to the City of Birmingham. If the dissemination of any such information provided in the preceding sentence is required by law or court order, the PSD will only provide the minimum amount of information necessary to comply with the applicable law or court order, and then only after first providing the Recruiter the required notice specified in 5(d) below.

5. The obligations with respect to the Confidential Exempt Information under this Agreement shall not apply to any Confidential Exempt Information which the PSD can prove, by a written evidence (a) is in the public domain (provided that such information has not or does not come into the public domain as the result of a disclosure by the PSD); (b) is received by the PSD on a non-confidential basis from a source other than the Recruiter or the applicable Retailer (provided that such source is not bound by a confidentiality agreement with the applicable Retailer or another party); (c) has been approved for release by written consent of the applicable Retailer; or (d) is required to be disclosed by court order or by operation of law (including but not limited to, the Michigan Freedom of Information Act, MCL 15.231 et. seq.) provided that promptly following receipt of a legal request and prior to making such disclosure, the PSD has notified the Recruiter of such request so that the Recruiter or the applicable Retailer may take action to safeguard its interests, and the PSD shall cooperate with the Recruiter and the applicable Retailer in seeking to preserve the confidentiality of the Confidential Exempt Information.

6. Within ten (10) days following the receipt of a written request from the Recruiter or upon the termination of this agreement, but subject to MCL 399.5 and 750.491 to the extent such statute is applicable, the PSD shall either (1) return to the applicable Retailer all tangible materials containing or embodying the Confidential Exempt Information received by the PSD on behalf of the applicable Retailer along with any copies, reproductions, and summaries thereof, and provide the Recruiter with written certification executed by the PSD certifying that all such materials provided on behalf of the applicable Retailer which were in the PSD's possession have been delivered to the applicable Retailer, or (2) at Recruiter's written election, the PSD shall destroy all such Confidential Exempt Information, and provide written certification to the Recruiter that such Confidential and Exempt Information has been destroyed. That portion of the Confidential Exempt Information which has been incorporated into analyses, compilations, comparisons, studies or other documents prepared by the PSD or its employees and agents shall be held by the PSD and kept confidential as provided in this Agreement and shall not be used for any reason other than in connection with the Development Project.

7. The PSD agrees that its obligations hereunder are necessary and reasonable to protect the Recruiter, the applicable Retailer(s) and the opportunity that the City of Birmingham may have to secure retailers to locate in the City and expressly agrees that monetary damages might be inadequate to compensate the Recruiter and/or the Retailer(s) for any breach of any covenant or agreement set forth herein. The PSD agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the Recruiter and the applicable Retailer and that, if deemed appropriate by the court presiding over the matter, the Recruiter and/or the applicable Retailer (in addition to any other rights and remedies that may be available at law or in equity) may be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach.

8. From time to time the Retailer and/or Recruiter may voluntarily provide the PSD with trade secrets or commercial or financial information for use in developing governmental policy which it desires to be kept confidential ("**Confidential Municipality Information**"). So long as the Recruiter provides any document comprising the Confidential Municipality Information with a cover sheet in the format provided in Exhibit A attached hereto, then except as provided below, the PSD will use good faith efforts to hold such Confidential Information in confidence. Confidential Information shall not be deemed to include any information or document which (a) is in the public domain (provided that such information has not or does not come into the public domain as the result of a disclosure by the PSD); (b) is received by the PSD on a non-confidential basis from a source other than the Recruiter; (c) has been approved for release by consent of the Retailer; or (d) is required to be disclosed by court order or by operation of law (including but not limited to, the Michigan Freedom of Information Act, MCL 15.231 et seq). The Recruiter and PSD agree that its obligations hereunder are necessary and reasonable to protect the PSD and Recruiter and expressly agrees that any such disclosure or prohibited disclosure of the Confidential Information prohibited by this Agreement may cause irreparable injury to either

party and that, if deemed appropriate by the court presiding over the matter, the PSD and Recruiter (in addition to any other rights and remedies that may be available at law or in equity) may be entitled to seek injunctive relief against the threatened disclosure. Notwithstanding any provisions of this Agreement, in no event shall either party be liable to the other for any indirect, punitive, special, or consequential damages.

9. This Agreement shall be governed and interpreted under the laws of the State of Michigan, without regard to its choice of law provisions.

10. This Agreement constitutes the entire understanding between the PSD and the Recruiter hereto as to Confidential Exempt Information and merges all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

11. This Agreement may be signed in one or more counterparts and delivered by facsimile or in PDF form, and in any such circumstances, shall be considered one document and an original for all purposes.

12. No failure or delay by any Party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

13. Each respective Retailer is made a third-party beneficiary to this Agreement; provided, however, that the rights of each Retailer as third-party beneficiary shall be construed to the narrowest extent possible and such rights shall be limited to the express terms providing such Retailer rights to protect its Confidential Exempt Information and further only as set forth as set forth in the following Sections: 5(d), 6, 7, and 12. No Retailer shall have the right to require the Recruiter to assert any right on its behalf or to assert any right that is not expressly granted to such Retailer under this provision.

14. The confidentiality provisions herein shall survive the termination of this Agreement.

**[Signatures on following page]**

**IN WITNESS WHEREOF**, the parties have executed and delivered this PSD/BSD Retail Recruiting Services Confidentiality Agreement effective as of the date first written above.

RECRUITER:

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

CC Consulting

PSD:

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**CONFIDENTIAL PSD INFORMATION COVER**

**SHEET**

Per that Confidentiality Agreement dated\_\_\_\_\_, for recruitment services, please find attached\_\_\_\_\_.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/23/2021

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 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).

<b>PRODUCER</b> NUTMEG INS AGENCY INC/PHS 76210781 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (888) 925-3137	<b>FAX (A/C, No):</b> (888) 443-6112
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> CC Consulting, LLC 7 W SQUARE LAKE RD BLOOMFIELD HILLS MI 48302-0462	<b>INSURER A:</b> Twin City Fire Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X		76 SBU BE3990	03/16/2021	03/16/2022	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$1,000,000
A	AUTOMOBILE LIABILITY			76 SBU BE3990	03/16/2021	03/16/2022	GENERAL AGGREGATE \$2,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PRODUCTS - COMP/OP AGG \$2,000,000
	UMBRELLA LIAB EXCESS LIAB						COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						BODILY INJURY (Per person)
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				BODILY INJURY (Per accident)
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PROPERTY DAMAGE (Per accident)
A	PROFESSIONAL LIABILITY			76 SBU BE3990	03/16/2021	03/16/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT Occurrence Aggregate \$2,000,000 \$2,000,000

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

Those usual to the Insured's Operations. SEE ADDL TEXT.

## CERTIFICATE HOLDER

Birmingham Shopping District  
151 MARTIN ST  
BIRMINGHAM MI 48009-3368

## 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

*Susan L. Castaneda*

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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY NUTMEG INS AGENCY INC/PHS		NAMED INSURED CC CONSULTING, LLC 7 W SQUARE LAKE RD BLOOMFIELD HILLS MI 48302-0462	
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM****FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Birmingham Shopping District, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers are recognized as an additional insured per the Business Liability Coverage Form SS0008 attached to this policy. Coverage is primary and noncontributory per the Business Liability Coverage Form SS0008, attached to this policy.

**ATTACHMENT A - AGREEMENT**  
**For Third Party Retail Recruiter**

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

I. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Recruiter shall deliver renewal certificates and/or policies to the BSD at least (10) days prior to the expiration date.

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

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

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

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

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

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

RECRUITER  
(Insert Recruiter Information)

CC Consulting  
7 West Square Lake Rd.  
Bloomfield Hills, MI 48302  
248-758-2358

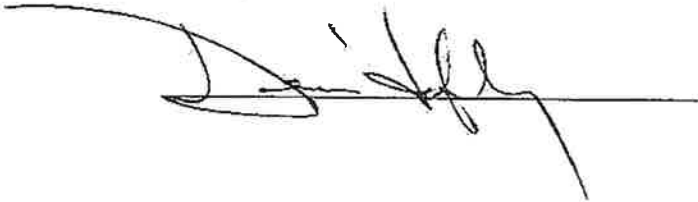
17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be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

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



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

WITNESS:



RECRUITER:

By: Bindy Piura  
Title: principal

BIRMINGHAM SHOPPING DISTRICT

By: Geoffrey Hockman  
Title: BSD Chairman

Approved:

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

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

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

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

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

---

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

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

Cindy Ciura 2/27/19  
PREPARED BY DATE  
(Print Name)  
principal  
TITLE  
Cindy Ciura cindy@ccofdetroit.com  
AUTHORIZED SIGNATURE E-MAIL ADDRESS  
CC Consulting  
COMPANY  
7 West Square Lake Rd. Bloomfield Hills, MI 48302  
ADDRESS PHONE  
same 248-758-2358  
NAME OF PARENT COMPANY PHONE  
ADDRESS

**ATTACHMENT C - COST PROPOSAL**  
**For Third Party Retail Recruiter**

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

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

COST PROPOSAL	
ITEM	BID AMOUNT
Materials & Equipment	\$
Labor	\$25,000. <sup>00</sup> (2,083. <sup>33</sup> /month)
Miscellaneous (Attach Detailed Description)	\$ agreed upon insurance coverage
<b>TOTAL BID AMOUNT</b>	\$
ADDITIONAL BID ITEMS	
	\$
	\$
<b>GRAND TOTAL AMOUNT</b>	\$ 25,000 + insurance
UNIT COST BID ITEMS	
	\$ per

Firm Name C C Consulting

Authorized signature  Date 2/27/19

## ATTACHMENT D – INCENTIVE COMPENSATION CHART

### For Third Party Retail Recruiter

---

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

### Fiscal Year Incentive Compensation Chart

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

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

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

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

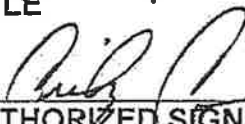
**ATTACHMENT E - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM**  
**For Third Party Retail Recruiter**

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

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

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

principal  
TITLE

 cindy @ cc of detroit . com  
AUTHORIZED SIGNATURE E-MAIL ADDRESS

CC Consulting  
COMPANY

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

same 248-758-2358  
NAME OF PARENT COMPANY PHONE

ADDRESS

33-1124503  
TAXPAYER I.D.#



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/23/2021

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 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).

<b>PRODUCER</b> NUTMEG INS AGENCY INC/PHS 76210781 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT NAME:</b> <b>PHONE</b> (888) 925-3137 <b>FAX</b> (888) 443-6112 (A/C, No, Ext): (A/C, No): <b>E-MAIL ADDRESS:</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC#</b>
<b>INSURED</b> CC Consulting, LLC 7 W SQUARE LAKE RD BLOOMFIELD HILLS MI 48302-0462	<b>INSURER A:</b> Twin City Fire Insurance Company <b>29459</b> <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		76 SBU BE3990	03/16/2021	03/16/2022	EACH OCCURRENCE \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
							MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			76 SBU BE3990	03/16/2021	03/16/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
							BODILY INJURY (Per person)
							BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE
A	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					PER STATUTE
							OTH-ER
							E.L. EACH ACCIDENT
							E.L. DISEASE -EA EMPLOYEE
A	PROFESSIONAL LIABILITY			76 SBU BE3990	03/16/2021	03/16/2022	Occurrence
							Aggregate \$2,000,000

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

Those usual to the Insured's Operations. SEE ADDL TEXT.

## CERTIFICATE HOLDER

Birmingham Shopping District  
151 MARTIN ST  
BIRMINGHAM MI 48009-3368

## 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

*Susan L. Castaneda*

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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY NUTMEG INS AGENCY INC/PHS		NAMED INSURED CC CONSULTING, LLC 7 W SQUARE LAKE RD BLOOMFIELD HILLS MI 48302-0462	
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM****FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Birmingham Shopping District, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers are recognized as an additional insured per the Business Liability Coverage Form SS0008 attached to this policy. Coverage is primary and noncontributory per the Business Liability Coverage Form SS0008, attached to this policy.



Birmingham Shopping District  
Meeting Date: 03/03/2022  
151 Martin Street  
Birmingham, MI 48009  
248-530-1200  
ALLINBirmingham.com

## MEMORANDUM

**DATE:** February 25, 2022  
**TO:** BSD Board of Directors  
**FROM:** Sean Kammer, Executive Director  
**SUBJECT:** Miles Scope of Work

---

The board may recall that it went out for RFP in 2020 and selected the company Miles to design a new website for the shopping district. The new website was completed and launched in spring of 2021.

According to the RFP the website cost approximately \$24,000 for design and construction and \$900 per month for website support and hosting. However, each month in 2021, the BSD had only been billed approximately \$586 per month. This was allegedly the result of a verbal agreement between Miles and the previous executive director. This agreement was intended to be short term.

Miles has submitted a scope of work with a new estimated monthly charge of \$1107, which they claim is the result of increased traffic on the BSD website in addition to features that cost extra, such as video headers.

The executive director discussed options to keep the website costs low with Miles, such as keeping it at the original \$900 per month, consistent with the cost estimates in the RFP. Miles can reduce the cost from \$1107 to \$900 if the added features (video headers and other data heavy features) are removed from the website.

Should the board wish to approve the new scope of work at the quoted rate of \$1107 each month, a resolution has been prepared for its consideration:





Birmingham Shopping District  
Meeting Date: 03/03/2022  
151 Martin Street  
Birmingham, MI 48009  
248-530-1200  
ALLINBirmingham.com

**Be it resolved,** that the board approves the new scope of work from Miles regarding the monthly website support and hosting.

Respectfully submitted,

Sean Kammer  
Executive Director

COPY

## ATTACHMENT A - AGREEMENT

### Website Redesign & Hosting

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

#### WITNESSETH:

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

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

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to redesign and host the BSD's website and the Contractor's cost proposal dated August 27, 2020 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The BSD shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$24,500, as set forth in the Contractor's August 27, 2020 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the BSD exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
5. The Contractor and the BSD agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the BSD pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the BSD. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as

specifically outlined herein. Neither the BSD nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the BSD, or be deemed an employee of the BSD or the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the BSD.

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

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

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

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

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

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall

be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the Birmingham Shopping District.

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

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan, if applicable.

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

- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: Birmingham Shopping District and the City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted, if applicable.

G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The Birmingham Shopping District shall be "Name Insured" on said coverage.

H. Cancellation Notice: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

I. Proof of Insurance Coverage: Contractor shall provide the Birmingham Shopping District at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the Birmingham Shopping District, as listed below.

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

J. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the Birmingham Shopping District at least (10) days prior to the expiration date.

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

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

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

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

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

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

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

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

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

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

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

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

**WITNESSES:**

Jay Sallen

**CONTRACTOR**  
Miles Partnership

By: [Signature]

Its: PRESIDENT + CEO

**Birmingham Shopping District**

Geoffrey Hockman

By: [Signature]  
Its: Chairman

**Approved:**

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

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

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

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

# Forms

## ATTACHMENT B - BIDDER'S AGREEMENT

### Website Redesign & Hosting

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

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

David Burgess

8/27/2020

**PREPARED BY**  
(Print Name)  
President & CEO

**DATE**

8/27/2020

**TITLE**

**DATE**

  
**AUTHORIZED SIGNATURE**

david.burgess@milespartnership.com

**E-MAIL ADDRESS**

Miles Partnership, LLLP  
**COMPANY**

6751 Professional Pkwy W, Ste 200, Sarasota, FL 34240

941-342-2316

**ADDRESS**

**PHONE**

**NAME OF PARENT COMPANY**

**PHONE**

**ADDRESS**

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### ATTACHMENT C - COST PROPOSAL

#### Website Redesign & Hosting

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

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

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

Firm Name Miles Partnership, LLLP

Authorized signature



Date 8/27/2020

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

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

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

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

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**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/28/2020

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

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

<b>PRODUCER</b> <b>USI Insurance Services, LLC/CL</b> <b>201 Alhambra Circle, Suite 1401</b> <b>Coral Gables, FL 33134-5108</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 305 669-6000</b> <b>FAX (A/C, No): 305 669-6030</b> <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> <b>Miles Partnership LLLP, Miles Partnership LLC, Miles Partnership II LLC</b> <b>6751 Professional Pkwy W Ste 200</b> <b>Sarasota, FL 34240-8450</b>	<table border="1"> <thead> <tr> <th data-bbox="812 441 1429 462">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1429 441 1570 462">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="812 462 1429 483"><b>INSURER A : Zurich American Insurance Company</b></td> <td data-bbox="1429 462 1570 483"><b>16535</b></td> </tr> <tr> <td data-bbox="812 483 1429 504"><b>INSURER B : American Guarantee &amp; Liability Ins Co.</b></td> <td data-bbox="1429 483 1570 504"><b>26247</b></td> </tr> <tr> <td data-bbox="812 504 1429 525"><b>INSURER C : Steadfast Insurance Company</b></td> <td data-bbox="1429 504 1570 525"><b>26387</b></td> </tr> <tr> <td data-bbox="812 525 1429 546"><b>INSURER D : Markel American Insurance Company</b></td> <td data-bbox="1429 525 1570 546"><b>28932</b></td> </tr> <tr> <td data-bbox="812 546 1429 567"><b>INSURER E : Continental Casualty Company</b></td> <td data-bbox="1429 546 1570 567"><b>20443</b></td> </tr> <tr> <td data-bbox="812 567 1429 588"><b>INSURER F :</b></td> <td data-bbox="1429 567 1570 588"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A : Zurich American Insurance Company</b>	<b>16535</b>	<b>INSURER B : American Guarantee &amp; Liability Ins Co.</b>	<b>26247</b>	<b>INSURER C : Steadfast Insurance Company</b>	<b>26387</b>	<b>INSURER D : Markel American Insurance Company</b>	<b>28932</b>	<b>INSURER E : Continental Casualty Company</b>	<b>20443</b>	<b>INSURER F :</b>	
INSURER(S) AFFORDING COVERAGE	NAIC #														
<b>INSURER A : Zurich American Insurance Company</b>	<b>16535</b>														
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<b>INSURER C : Steadfast Insurance Company</b>	<b>26387</b>														
<b>INSURER D : Markel American Insurance Company</b>	<b>28932</b>														
<b>INSURER E : Continental Casualty Company</b>	<b>20443</b>														
<b>INSURER F :</b>															

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

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

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

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

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

Cyber Liability included under Professional Liability.

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

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

**CERTIFICATE HOLDER****CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

*B. M. Carl*

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## DESCRIPTIONS (Continued from Page 1)

performed on behalf of the named insured.

**RE: Website Redesign & Hosting.**

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

**Additional Insured Includes: Birmingham Shopping District and the City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers.**



# General Liability Supplemental Coverage Endorsement

**ZURICH**<sup>®</sup>

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

## **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

### **Commercial General Liability Coverage Part**

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

#### **A. Broadened Named Insured**

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

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

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

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

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

#### **B. Newly Acquired or Formed Organizations as Named Insureds**

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

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

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

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

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

**C. Insured Status – Employees**

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

2. Each of the following is also an insured:

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

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

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

However:

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

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

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

**D. Additional Insureds – Lessees of Premises**

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

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

However, the insurance afforded to such additional insured:

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

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

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

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

**E. Additional Insured – Vendors**

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

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

However, the insurance afforded to such vendor:

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

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

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

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

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

**F. Additional Insured – Managers, Lessors or Governmental Entity**

1. Section II – **Who Is An Insured** is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omission of those acting on your behalf; and resulting directly from:
  - a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;
  - b. Ownership, maintenance, occupancy or use of premises by you; or
  - c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";
- b. To any person or organization included as an insured under Paragraph 3. of Section II – Who Is An Insured;
- c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;
- d. To any:
  - (1) Owners or other interests from whom land has been leased by you; or
  - (2) Managers or lessors of premises, if:
    - (a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;
    - (b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
    - (c) The premises are excluded under this Coverage Part.

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

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

- a. Required by the written contract or written agreement referenced in Subparagraph F.1. above (of this endorsement); or



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

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

#### **G. Damage to Premises Rented or Occupied by You**

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

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

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

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

#### **H. Broadened Contractual Liability**

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

"Insured contract" means:

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

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

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

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

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

#### **I. Definition – Specific Perils**

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

"Specific perils" means:

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

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

**J. Limited Contractual Liability Coverage – Personal and Advertising Injury**

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

**2. Exclusions**

This insurance does not apply to:

**e. Contractual Liability**

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

This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) Liability for "personal and advertising injury" if:
  - (a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;
  - (b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and
  - (c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

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

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

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

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

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

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

**K. Supplementary Payments**

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

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

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

**L. Broadened Property Damage**

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

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

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

**2. Elevator Property Damage**

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

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

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

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

**3. Property Damage to Borrowed Equipment**

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

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

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

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

**M. Expected or Intended Injury or Damage**

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

**a. Expected Or Intended Injury Or Damage**

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

**N. Definitions – Bodily Injury**

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

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

**O. Insured Status – Amateur Athletic Participants**

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

- a. "Bodily injury" to:

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

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

**P. Non-Owned Aircraft, Auto and Watercraft**

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

**g. Aircraft, Auto Or Watercraft**

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

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

This exclusion does not apply to:

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

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

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

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

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

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

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

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

- c. Temporary help service.

#### **R. Definition – Mobile Equipment**

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

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

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

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

#### **S. Definitions – Your Product and Your Work**

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

"Your product":

##### **a. Means:**

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

##### **b. Includes:**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

##### **a. Means:**

- (1) Work, services or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work, services or operations.

##### **b. Includes:**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

#### **T. Priority Condition**

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

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

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

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

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

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

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

#### **V. Other Insurance Condition**

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

##### **4. Other Insurance**

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

##### **a. Primary Insurance**

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

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

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

##### **b. Excess Insurance**

- (1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

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

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

**W. Unintentional Failure to Disclose All Hazards**

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

**6. Representations**

By accepting this policy, you agree:

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

Coverage will continue to apply if you unintentionally:

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

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

**X. Waiver of Right of Subrogation**

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

**8. Transfer Of Rights Of Recovery Against Others To Us**

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

**Y. Liberalization Condition**

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

**Liberalization Clause**

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

All other terms and conditions of this policy remain unchanged.



## Monthly Services Agreement (Birmingham Shopping District)

Contract Period: 1/1/2022 – 12/31/2022

This scope outlines the monthly services Miles will provide to Birmingham Shopping District on behalf of its website, <https://www.allinbirmingham.com/>.

### OVERVIEW

TASK	COST	NOTES
Hosting	\$ 525.00	Load balanced server/administrator/Cloudflare
CMS License	\$ 112.50	Atlantis CMS
BeetleEye License	\$ 150.00	BeetleEye CRM
Monthly Site Maintenance	\$ 320.00	General updates and revisions as directed by the Birmingham Shop District team - 2 hrs/mo
TOTAL	\$ 1,107.50	

Miles will notify client of any requested work requiring more than 2 hours of maintenance time in advance of work being completed. In addition, Miles will notify client of usage against maintenance hours allocation on a regular basis.

**Estimate:** 2 hours/month plus hosting and licensing fees

**Project Fees:** \$1,107.50/month Client will be billed monthly. Invoices are due net 30 days from receipt.

**Additional Work:** Additional work outside this scope of services (maintenance/development requests, one-off reporting or analysis, additional client meetings, etc.) will be billed at an hourly rate of \$160/hour (noting that any additional services requested must be estimated and approved in advance by the client).

**Termination:** As outlined in the MSA, customer may terminate this Agreement or any SOW for convenience at any time by providing at least sixty (60) days' written notice to Miles specifying the effective date of termination. No termination of this Agreement or any SOW will relieve Customer of its obligation to pay Miles fees for accepted Services and Deliverables completed on or before the effective date of termination.

**Approval:** Sign below to indicate your approval of the project scope as described.

**Client Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Miles Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

August 28, 2020



## Proposal for Birmingham Shopping District

# Website Redesign & Hosting

**Karin Mast**  
Senior Vice President  
303-867-8259  
[Karin.Mast@MilesPartnership.com](mailto:Karin.Mast@MilesPartnership.com)

**miles**  
marketing destinations  
[milespartnership.com](http://milespartnership.com)

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## Dear Birmingham Shopping District,

Thank you for the opportunity to share Miles' qualifications and ideas for a website redesign for AllinBirmingham.com. We're aware that this isn't your first shot at finding the right partner to redesign the website. When we emailed Ingrid about specific needs she noted that the board is looking for a website that highlights city events, a list of available properties, information for your businesses regarding benefits, and a list of shops/restaurants/offices for your visitors.

We believe your new website can include all those features *and assist in the evolution of how we respond* to the changing retail and commercial real estate environment as well as updated consumer preferences for working and shopping responsibly. Miles is a partner that can proactively strategize for a more challenging reality. By building a new website in 2020—when in-person sales are down, and employees are still working from home—it's your chance to make a statement about the benefits of operating a physical business at Birmingham Shopping District. Your marketing expertise and reach can do more for the collective merchants, than any single shop, service or restaurant could otherwise accomplish alone. That assertive approach shows partners that the Birmingham Shopping District stands firmly for recovery efforts now to safeguard the last decade of increasing occupancy and growth.

In our experience partnering with destination and hospitality clients, we've seen how place marketing plays a critical role in driving tax and assessment collections, while supporting local quality of life by increasing occupancy and property values.

While this proposal will show you that Miles has the skills and resources to build a beautiful and highly functional website, we hope it also communicates that as an agency we understand how a website can support organizational goals and merchant partners. We've included additional detail about how our audience-centric vision would look for both your business and visitors starting on page 9.

Thank you for the opportunity to earn your business.

Sincerely,



**Karin Mast**, Senior Vice President

# Meet Miles

**Firm Name:** Miles Partnership, LLLP

**Address:** 6571 Professional Parkway W., Sarasota, FL 34240

**Phone, Fax:** 941-342-2300, 941-342-2300

**Main Contact for Proposal:** Karin Mast, SVP, Karin.Mast@MilesPartnership.com, 309-337-5650

Miles Partnership is a global marketing agency with 65 years of specialized experience in tourism and hospitality.

We began as an entrepreneurial venture, and that spirit of seeing and seizing opportunity remains with us. We continuously adjust with the changing times to deliver forward-thinking, successful solutions that meet our clients' needs and support growth, awareness and advocacy. Today, resorts, destination marketing organizations, airports, economic development offices, state parks, attractions, and tour operators all trust us with their web development, branding, marketing, advertising and media-buying needs.

## Miles' Core Capabilities



Strategic  
Consulting



Branding  
& Creative  
Services



Digital  
Development



Content  
Creation &  
Distribution



Advertising  
Services &  
Media Buying



Revenue  
Generation  
Programs

## Our Focus on Research

Like any good agency, we use research to better understand what motivates and influences our clients' key audiences.

At Miles, we utilize respected third-party partners such as Phocuswright, Destination Analysts, Longwoods International, Sojern and Google to provide independent insights for our clients. What sets Miles apart is our ability to turn research and analytics into actionable insights that inform decisions, shape changes and drive improvements for our clients.

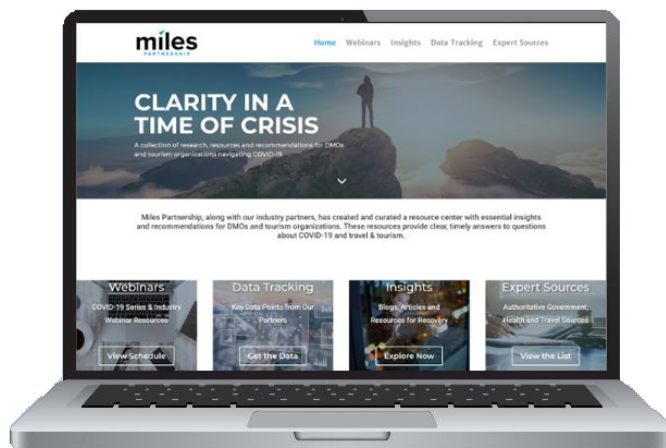


## Commitment to the Travel & Tourism Industry

We firmly believe in an ongoing commitment to the travel industry.

For Miles, we showcase that ongoing commitment through regular attendance at industry conferences, speaking engagements, sponsorships, hosting educational webinars and events and more. We also actively participate with major organizations, including U.S. Travel Association, Destinations International and Hospitality Sales and Marketing Association International (HSMAI).

For Birmingham Shopping District, this means that Miles is an agency that understands working with city governments, Tourism Improvement Districts and governing boards to collaboratively and efficiently meet the needs of all parties, boost the local economy and exceed expectations.



Most recently, Miles launched the Clarity in a Time of Crisis website,

[COVID19.milespartnership.com](https://COVID19.milespartnership.com)

as a collection of research, resources and recommendations for tourism organizations navigating this new competitive landscape.

## Commitment to Client Service

Miles' average client relationship is nearly eight years. Here's why:

- We understand this industry. We work tirelessly to align and help communicate your initiatives with stakeholders and constituents.
- If there's a problem, we make it right.
- We firmly believe in an ongoing commitment to the travel industry and continuous improvement for our partners and clients.
- While conceiving "big ideas" is part of what we do, it is our successful and thorough delivery of these big ideas that sets us apart.

- The only way that we're successful as a company is by delivering work that helps make you more successful.
- Our goal is to create relationships built on mutual respect, fun and creativity that will last a lifetime.

### A few of the clients we work with

 VisitTheUSA.com	 HAWKS CAY RESORT	 Kentucky	 PGA NATIONAL	 THE KAHALA	 MAHOGANY BAY
 Delaware North	 BERMUDA	 The Story of the Netherlands	 CASA BACARDÍ	 PINK SHELL	 ★ macy's
 Discover Puerto Rico	 MIAMI	 LOUISIANA	 THE MODERN HONOLULU	 VISITFLORIDA	 SAN FRANCISCO
 HERSHA	 Georgia	 ARIZONA	 NAPLES GRANDE	 HAWAII TOURISM	 CONDADO VANDERBILT
 VISIT SANTA BARBARA	 Memphis	 Preferred	 COLORADO	 Hilton	 TRAVEL SOUTH USA

## Award-Winning Work

Our client work has garnered more than 200 awards over the past four years across content creation, design, website development and brand campaigns.

*Recent client accolades include:*

- 2019 HSMAI Adrian Bronze Award for Cape Resorts Website
- 2019 WebAward for Outstanding Website for KahalaResort.com
- 2019 WebAward for Hotel and Lodging Standard of Excellence for CapeResorts.com
- 2019 IAC Award for Best Travel Rich Media Online Campaign for Kentucky's "Old Fashioned" Rich Media Campaign
- 2019 IAC Award for Outstanding Website for The Kahala Hotel & Resort
- 2019 IAC Award for Best Travel Website and Best of Show Website for Visit St. Pete/Clearwater's "Central Avenue"
- 2018 HSMAI Adrian Gold Award for THE MODERN HONOLULU / LATHER Suite Dreams Promotion
- 2018 WebAward for Outstanding Website for Naples Grande Beach Resort Website
- 2018 WebAward for Outstanding Website for Hilton Sandestin Beach Golf Resort & Spa
- 2018 IAC Award for Best Travel Website and Best of Show Website for Travel Wyoming
- 2018 IAC Award for Best Hotel and Lodging Email message campaign for Hilton Sandestin Beach Golf Resort & Spa's Welcome Email Series
- 2018 HSMAI Adrian Platinum Award for Bermuda Google DMO / Streetview Program
- 2018 HSMAI Adrian Gold Award for Kentucky's Culinary Campaign
- 2018 Gold HSMAI Adrian Award for Louisiana Tourism Rebranding and Activation
- 2018 Gold Telly Award for Visit Grand Junction's River Adventure Online Video
- 2017 HSMAI Adrian Gold Award for Hilton Sandestin Beach Golf Resort & Spa Website
- 2017 HSMAI Adrian Silver Award for The Sherry Netherland Website
- 2017 WebAward for Outstanding Website for SherryNetherland.com
- 2017 WebAward for Outstanding Website for PGAResort.com
- 2017 IAC Award for Best Hotel and Lodging Online campaign for Hilton Sandestin Beach's "There is Only One" campaign
- 2017 IAC Award for Best Travel Email message campaign for The Modern Honolulu's Email Marketing



# Your Proposed Team

At Miles Partnership, every team member is a travel expert—whether they're an artist, writer, analytics guru, account executive or vice president.

With more than 250 employees, we pride ourselves on customer service and over the past several years have created an operational structure aimed at treating every client as if they were our only client. Our strategies are rooted in research and immersing ourselves with clients to deliver the best possible ROI.

We take responding to your needs seriously and will provide you with a dedicated project team to oversee your marketing services.

## Core Account Team



**Karin Mast** Senior Vice President

As Senior Vice President, Karin rose through resort and destination roles and now works with her team to build future-focused strategies that drive revenue and deliver award-winning results. Karin takes an active interest in each of our Hospitality clients and welcomes the opportunity at any time to discuss her team of travel experts and the variety of services provided to you.



**Carrie Tomlinson** Account Director

Carrie is responsible for the strategic direction and scope of work for this project. As Account Director, she ensures that the big-picture vision is defined and delivered on-time and on-budget. She's responsible for building and maintaining collaborative relationships with clients, as well as working with the team to concept and produce the most innovative and best-quality marketing solutions.



**Lucia Giles** Content Director

Lucia works cross-functionally with account teams, designers, developers and interactive producers to ensure clients' stories are represented truthfully, thoughtfully, creatively and cohesively across all brand channels. She specializes in editorial strategy, SEO optimization, email program development and web personalization.



**Felipe Jimenez** Graphic Design | Interactive UX

An accomplished photographer, graphic designer and UX visionary, Felipe is a true artist, responsible for strategic graphic design and ensuring that the resulting site is infused with the brand voice to visually reflect each client's unique style in a way that inspires and engages site visitors. A gifted problem solver, Felipe meets every client need with a positive attitude and relishes the opportunity to find smart solutions to creative challenges.

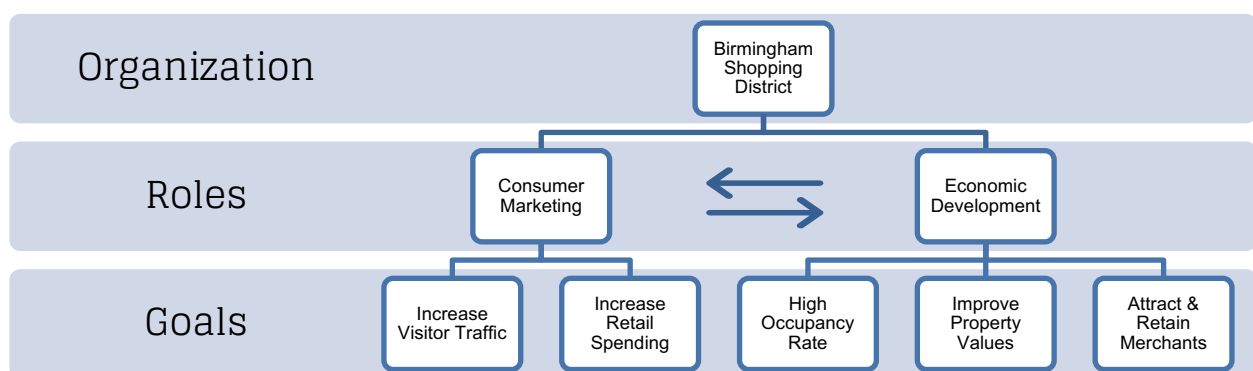


**David Derr** Director of Development Operations

David leads the technology team and evaluates technology platforms and solutions. He is involved with the development of all Miles' websites and consulting projects and has expertise in implementing various digital solutions. He is responsible for the integration of design, architecture and technology in our electronic products, ensuring that each product meets our clients' expectations and Miles' own standards of excellence.

## A Vision for AllinBirmingham.com

Like many organizations that are responsible for destination management, Birmingham faces the challenge of serving two distinct roles: consumer marketing and economic development activities. Where the goal of consumer marketing is to attract visitors and the goal of community development is to foster business investment. Those two functions have a symbiotic relationship. They need to be integrated to maximize impact so that the robust commercial offerings draw customers, and those customers in-turn become a draw for business relocation and retention.



How can we collaborate on a website that enables these two organizational priorities to complement and enhance one another? With these assumed business goals in mind, we've conceptualized a website that can set the Birmingham Shopping District up for success in today's covid-19 climate. Here's what we think that can look like:

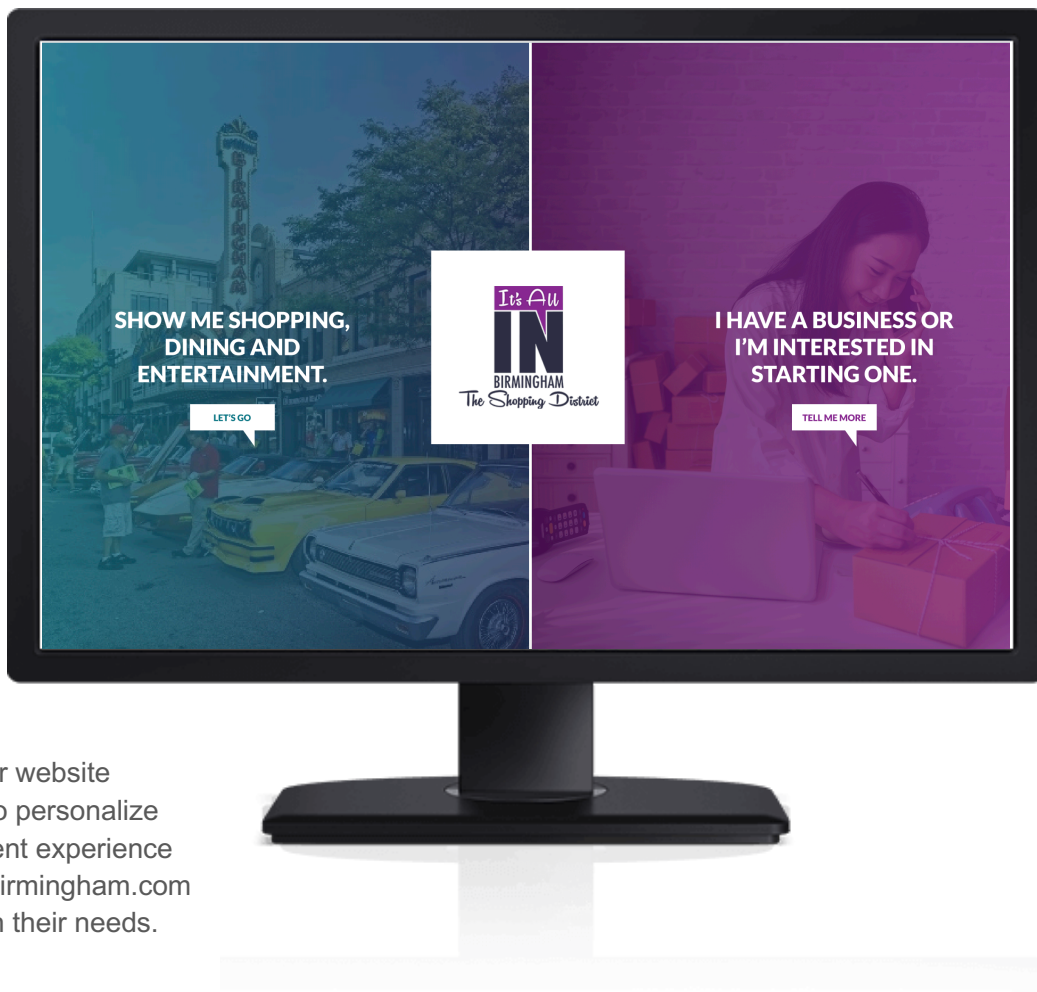
### Lifestyle-quality, Audience-centric Design

With an impressive collection of boutique shops, high-quality dining, and professional services, the website should intrinsically communicate the sense of place as hip, modern and upscale. Refined online branding, that rivals the lifestyle appeal of *Birmingham Magazine*, will help to communicate the perceived value of patronizing or leasing at the Birmingham Shopping District.

Looking at interactive user experience design (UX design), the website needs to deliver on the same challenge of one organization with two distinct audiences. It needs to provide value for both a B2C and a B2B audience, each with different and unique needs. The downtown municipality appeals to visitors and business owners, but the messages for those groups need to be distinctly catered to their needs. Stated another way: we should deliver the right message, to the right customer, at the right time. Personalization is a key digital tool to help achieve this goal.

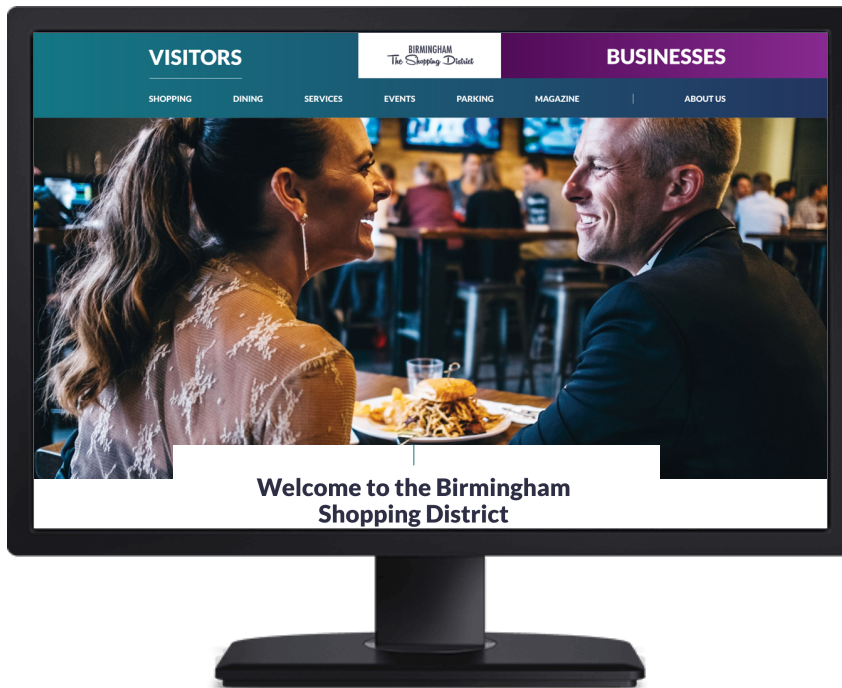
One solution is a home page experience that directly asks the users what they're looking for by visiting the website, then displaying the customized audience landing page for visitors or businesses.

Below you'll see a sample of what this would look like, but we invite you to view the interactive prototype of this concept at [tiny.cc/1qrpsz](https://tiny.cc/1qrpsz).



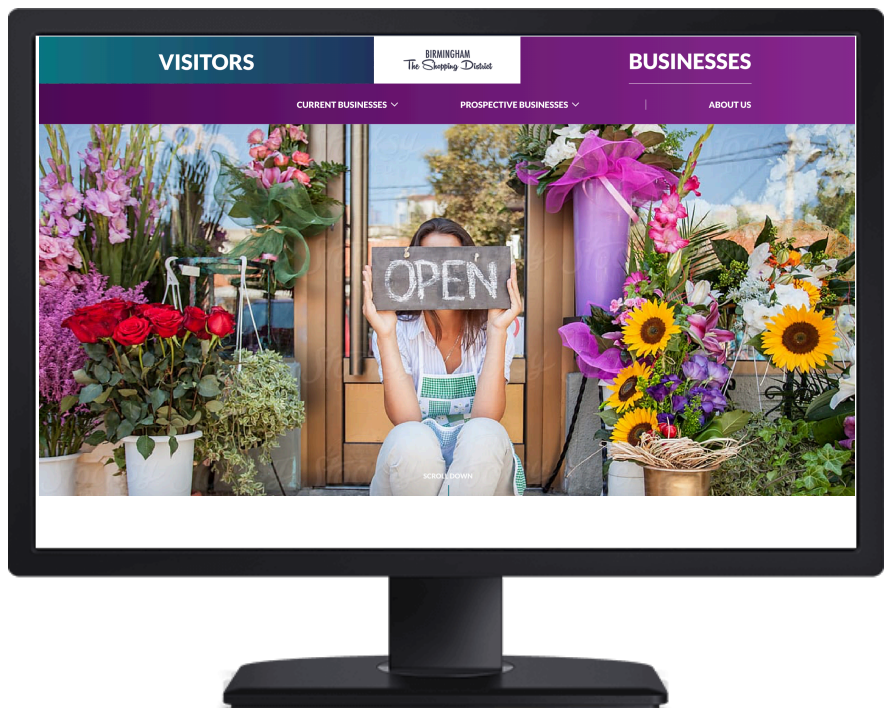
Empower website visitors to personalize the content experience on AllinBirmingham.com based on their needs.

Once a user has opted into the visitor or business content on the site, a tabbed top-level navigation allows them to seamlessly view either menu, while presenting the more relevant links up-front.



Offer each audience, visitors and businesses, a custom navigation to serve the most relevant pages for their needs. Visitors would see information about retail, restaurants and parking ... while businesses would have easy access to commercial real estate offerings and merchant services.

The dual navigation creates a seamless experience between the B2C and B2B content on the website. Miles always relies on analytics and user interactions to evaluate and optimize this experience to make continual improvements.





## Database-Powered Listings

One of the top opportunities we identified for a new AllinBirmingham.com is improving the structure of the listings data to make it more dynamic for the end-user via an integrated customer relationship management, or CRM, solution. The added benefit of implementing a CRM database is unlocking extra features for staff and business partners that will streamline administration with intuitive updates and organization. Here's what this could look like:

- 1. Listings for Shops, Services & Dining:** Visiting shoppers and diners will have the ability to sort and filter listings based on category dynamically on one page, versus navigating many topic pages now. Businesses could also have the option to add special offers and events that would be associated with their profiles. Furthermore, you can provide individual businesses the ability to access via secure login and password to update their information, then set an approval queue for staff to make live.
- 2. Calendar of Events:** The calendar function allows users to sort by date and type of event with a customized event module that can include photography and pull in content from business listings too.
- 3. Commercial Real Estate:** A crucial sales and marketing tool for driving high occupancy rates and assessments, the dynamic property listings need to look and work great. The Available properties page will feature filters by space type, availability date, and square footage. Property detail pages can also be powered by data from the CRM to offer additional details about the location, neighboring properties and features.

**Show partners your value.** The listings database tool we're recommending has analytics tracking that will enable staff to see how many website visitors clicked on individual listings. This can be used to show your shops and restaurants the interest you've generated and help leasing brokers track which properties are getting the most engagement. Read more about BeetleEye on page 17.

## Plan of Work & Timeline

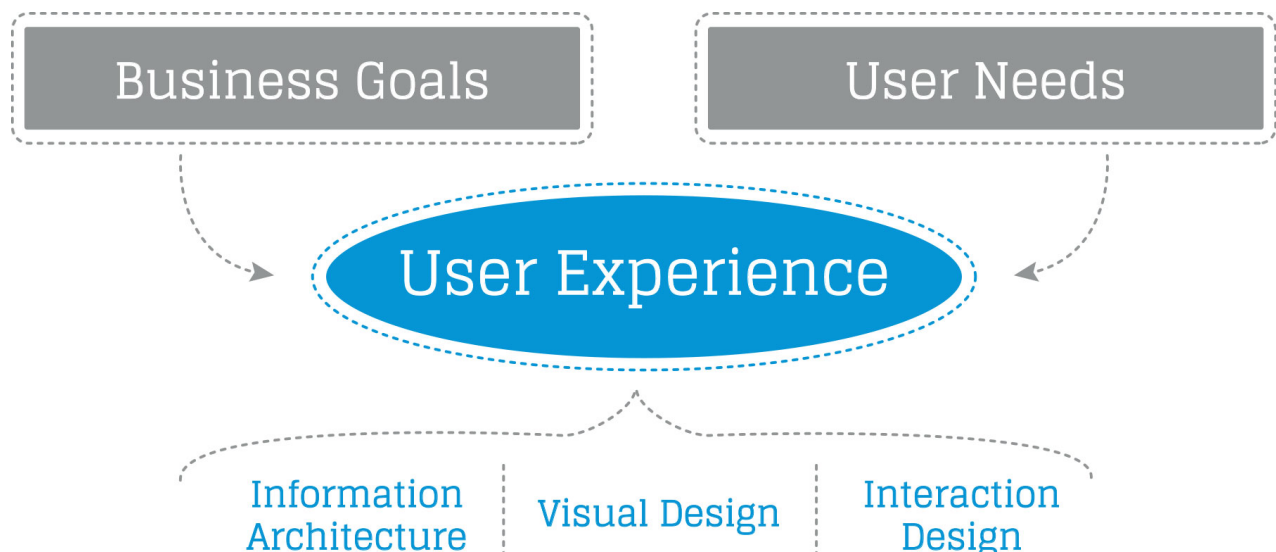
Miles has the experience and resources to build an audience-centric website that seamlessly addresses the needs for visitors as well as potential commercial tenants. The following section will explain how we approach website development and the specific tools we recommend for Birmingham Shopping District.

### Miles' Approach to Launching a Website

Our approach to developing websites is centered around two core areas of expertise: content and user experience excellence. We believe they cannot be separated, as the delivery of content is as important as the quality of content itself.

For example, to demonstrate the walkability of Birmingham Shopping District, beyond simply saying “Downtown Birmingham is walkable,” our team could visually show users the wide, clean sidewalks and proximity of businesses, restaurants and shops alongside top picks and insider tips with Google 360° images. This synergy of content and user experience drives more engagement and ultimately boosts ROI.

Whenever a set of users with needs and businesses with goals related to servicing those needs intersect, you get user experience. Whether that user experience is impactful depends on how well we leverage **Visual Design**, **Information Architecture** and **Interaction Design** to satisfy the needs of the user, which in turn will help us achieve your business goals.



## Our Web Development Process

Miles has established specific web production procedures to ensure we deliver quality websites that exceed our clients' expectations, while staying on-time and on-budget.

- Our team will present a Look & Feel document with design components that will become part of the website's aesthetics, such as colors, fonts, graphic elements and textures.
- We'll create high-fidelity mockups of the homepage and other key pages on the site. This step is an opportunity to see how we plan to incorporate your brand into the site—ensuring that everything comes together in an engaging and functional design that meets your unique needs.
- We'll then begin development, focusing on key features/sections of the site; we call these "sprints." As each sprint is completed, we will review the work together and make tweaks before beginning development on the next sprint. This allows you to see your website being built in real time and have the opportunity to make adjustments more effectively and efficiently.
- The process and steps to create a new website include:
  - a. Discovery and Planning
  - b. Concept, Architecture Functionality
  - c. Website Design
  - d. Content Plan and Content Development
  - e. Customized Content Management System
  - f. HTML/CSS/JS Page Templates
  - g. Transfer Content to New CMS
  - h. Site-Specific Functionality
  - i. 301 Redirects for Existing SEO Pages (from existing stand-alone sites)
  - j. Third-Party Integration
  - k. QA Testing
  - l. Launch



## Technology: Content Management System, Listings Management and Hosting

The following descriptions of our recommended back-end solutions will enable us to deliver a site that looks stunning and runs smoothly. Here's how it will come together:

### Atlantis Content Management System (CMS)

The Hospitality Team at Miles has been working in Atlantis for more than seven years. Our installation of the Atlantis CMS is intuitive to use and easy to customize, so whether you need to update a landing page, create new content, add images and video or replace a PDF with a new version, each action is effortlessly accomplished.

Our development team will provide the CMS tools to give your staff control over pertinent areas of the site. Your staff (ours, too) will be able to easily make updates to the new site, as each page will have a record in the CMS that can be edited by anyone with minimal web experience, via password-protected access. Users can be assigned administrative, editorial or staff roles, depending on the type of work they will need to complete in the CMS.

This includes the following features for staff:

- Edit and add content pieces, whether they are product details, informational pages, campaign landing pages, offers or other content types
- Tag all content with pre-determined taxonomy terms so it can appear across multiple pages related to different interests, audiences or other factors
- Quickly and easily modify the homepage and landing pages to allow for timely messaging to your audiences, pulling together content and other assets on a single topic
- Create robust forms as needed (such as an email subscribe form); when forms are submitted, the data can be stored locally or integrated with any third-party service that provides an API to accept it
- Update all images across the site, including on the homepage
- Edit the navigation, adding or removing elements as necessary
- Edit the footer, adding or removing elements as necessary
- Use the WYSIWYG (What You See Is What You Get) editor to change header styles, insert links, upload documents such as PDFs and spreadsheets and embed media and code
- Schedule content with start and expiration dates
- Manage users, user groups and permissions through an admin interface

Miles will customize your Atlantis CMS administration interface to only include the functions and features that you use on your website. This streamlined interface and component-driven page design, paired with our in-depth CMS training, will provide Birmingham Shopping District with a website driven by content and creativity—instead of having your content and creativity constrained by your website.

### Other Features of the Atlantis CMS Include:

- **Searchability:** The Atlantis CMS allows for search functionality across every page of the site. Advanced search features are available and can be customized to fit your needs.
- **Security and Workflow Tracking:** Atlantis enables the creation and assignment of workflow steps to pages in the CMS, including “draft,” “review” and “published.” These states can be defined at your discretion; they can be password-protected, and there can be as many as you need. Atlantis also allows for removal of content, simply by selecting the date and time you wish the content to be unpublished (i.e. an event end date).
- **Social Media & Email Sign Up Integration:** The Atlantis CMS (more information below) easily integrates with third-party systems. Atlantis can integrate with dozens of third-party integrations for booking systems, CRM systems, content feeds, user-generated content platforms, analytics platforms, custom dashboards, e-Commerce and publisher ad serving platforms.

### Pattern-Based Development with Atlantis CMS

At Miles, we use pattern-based development when building new sites on Atlantis, providing you with even more flexibility to create pages of content that will meet all your users’ and team members’ needs.

Think of patterns as puzzle pieces. The pattern-driven approach to designing and developing a site allows our team to focus on the function, interaction and design of the necessary components, or pieces, of a site’s pages rather than full pages or templates. This lets the editing and maintenance of your site happen more quickly, rather than hunting to find each and every instance of a certain piece of content.

The primary benefit for you, as a client, of using pattern-based development is having the ability to create and update content very efficiently via the CMS. Your team can pick and choose which patterns to use on a page based on the objective of that page and update content within the pattern, so that it conveniently pushes to all locations where it is displayed on the site.

Instead of being constrained by specific page templates, working with patterns lets your story drive the page’s layout—rather than forcing your content into a predetermined template—while at the same time maintaining a consistent user experience throughout the site.

## CMS Training for Birmingham Shopping District Staff

We're confident that our CMS solutions will meet and exceed your content management needs. As a part of the site development process, we will make sure your team is empowered to fully utilize the CMS by providing complete training for your staff.

We will provide remote online training and a detailed user manual for those staff members whose primary CMS functions involve creating, editing and optimizing content on an ongoing basis.

## Listings Management via BeetleEye CRM & Marketing Platform

A single data storage location for all your dynamic listings data—from shops and restaurants to events and available commercial properties—makes it easy for internal management and end-users to access information. BeetleEye leverages a simple CRM solution to warehouse listings details that seamlessly integrate into the website architecture.

The BeetleEye Warehouse tool organizes businesses by category and enables easy data editing, photo uploads and mapping. The data can also be synched in real time to your website. In addition, advanced features for your website through the BeetleEye platform can be utilized to promote time-bound deals or local updates for specific partners.

## ADA Accessibility: WCAG 2.1 Alignment

Accessible website development is a continually evolving process, especially as the federal government evaluates requirements. We continue to stay abreast of changes in accessible website development and adopt new technologies to keep up with the rapid pace of change in this field.

While no law exists outlining requirements for private businesses, Miles follows best practices to facilitate the highest degree of accessibility outlined by the current WCAG 2.1 guidelines.

## Hosting & Security Protocols

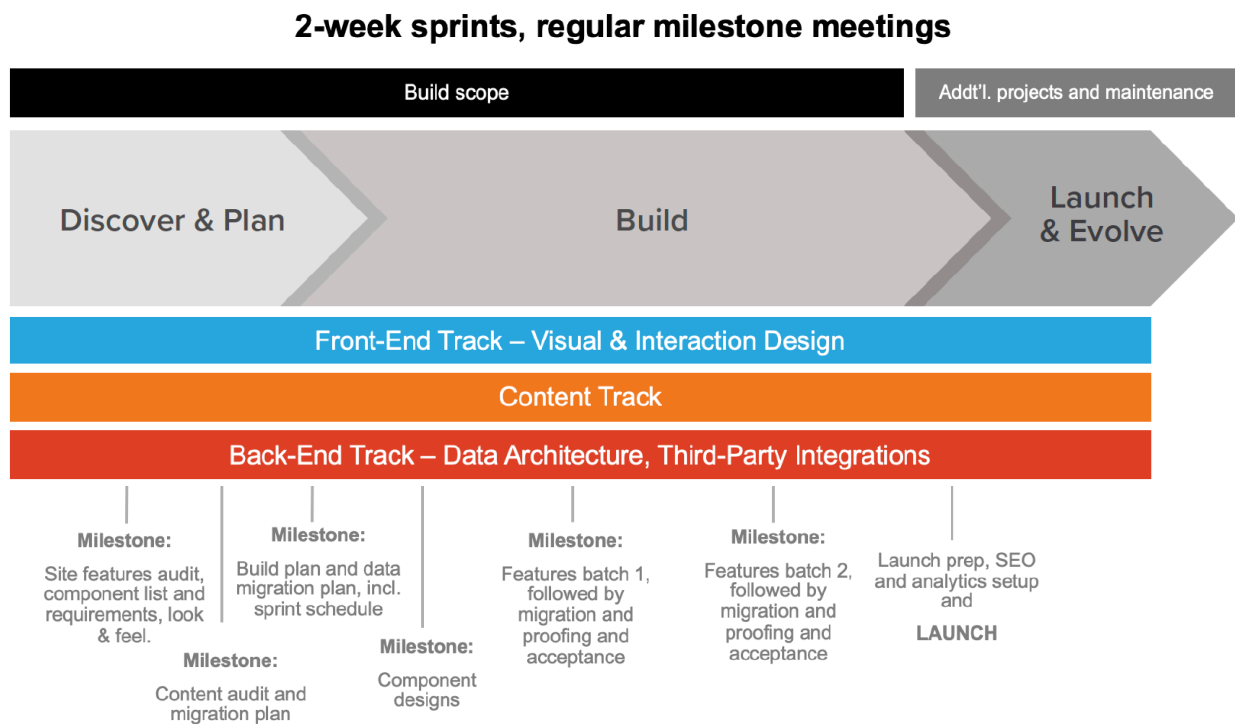
We utilize Rackspace Managed Hosting for our websites, which provides the highest security and reliability available. We utilize a cloud environment at Rackspace, allowing us to keep up with the ever-changing bandwidth needed for each website. Much as homes and offices power themselves from an electric grid, a cloud server environment is characterized by on-demand availability of resources in a dynamic and scalable fashion. Whereas traditional servers have a limited capacity, cloud servers allow us to automatically shift resources (e.g. virtual machines) to keep up with varying and unpredictable workloads.

Miles recommends utilizing our standard dedicated hosting cluster that will provide two load-balanced, fully redundant servers. In the unlikely event of server failure, the other server in the cluster will take over full hosting of the site until the failed server can be restored.

In addition to our architecture, Miles also provides 24/7 monitoring on all server hardware and websites to alert us should any issues occur.

## Timeline

Your requested timeline of 90 days to launch is achievable assuming design approval progresses without unanticipated delays or revisions. The chart below is an estimate of the proposed timeframe and encompasses all build phases from site mapping and content planning through to the website launch. Once the planning phase is under way, we will create a detailed production schedule outlining exact dates for key deliverables with critical milestones identified throughout.



Miles is available to fulfill this statement of work on the given timeline outlined in the RFP document, looking to kickoff around early-October and complete within 90 days.

# Sample Work

On the following pages, please find short descriptions of our relevant web redesign experience.

## VisitMacysUSA.com

### Website redesign and international brand campaign

Since 2013, Visit Macy's has worked with Miles to build their brand engagement and increase shoppers at Macy's department stores for both domestic visitors as well as international audiences traveling to the United States. This example is included to highlight Miles experience in the retail industry in developing and executing digital strategy that successfully engages visitors.

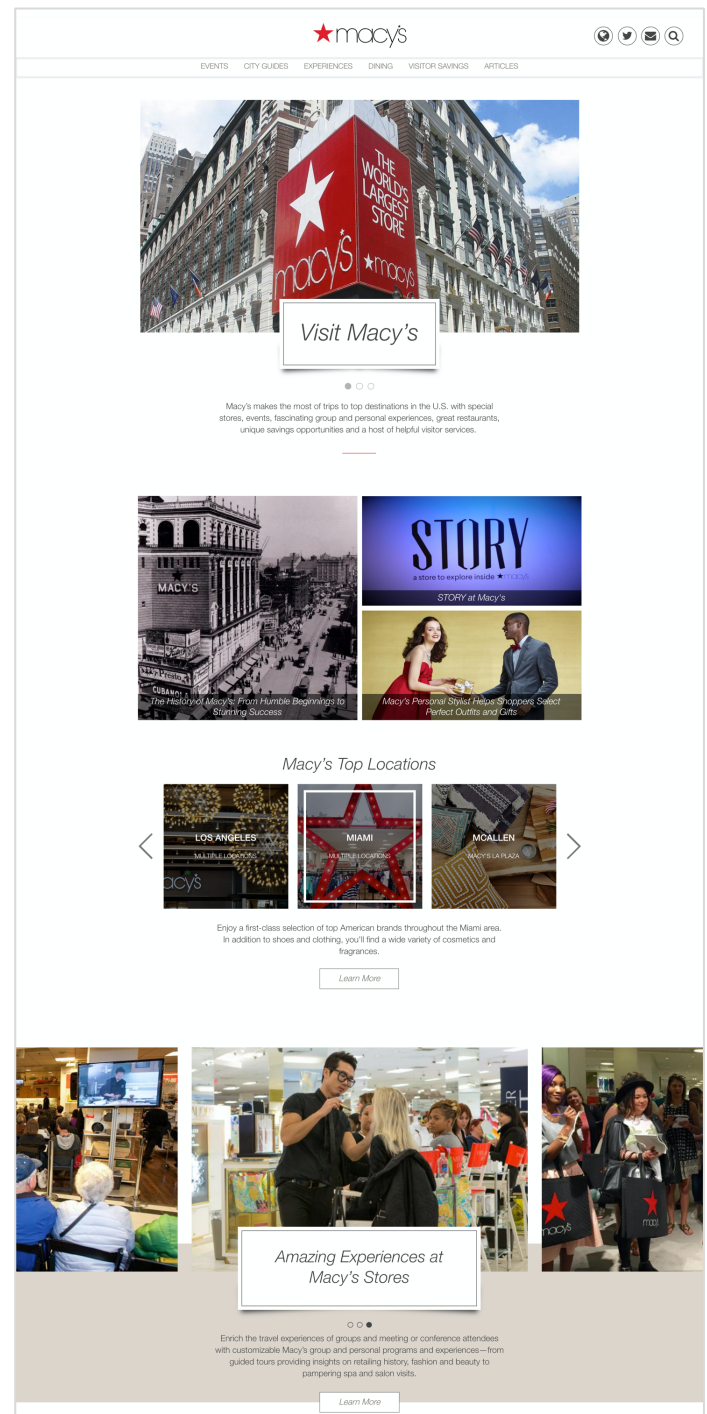
#### Objectives

The hallmarks of Miles' campaign strategy included a full rebrand to enhance the tourism organization's identity and a comprehensive redesign of the VisitMacysUSA.com website. New content and articles were added to attract and inspire audiences while a new digital marketing program tied everything together, activating the new brand and driving significant traffic to the new website.

#### Strategy

The end goal of these strategies was to boost global visitation, help domestic and international users discover / explore / engage with site content, and produce a greater number of store visits and purchases.

Macy's also wanted to drive greater participation in Macy's events and experiences. With substantial



tourism already coming from Brazil and Latin America, Visit Macy's sought to further increase their global reach. By expanding site content and making it more appealing to the consumer, Miles was able to better position and promote Macy's events, city guides, experiences, in-store dining options as well as deals and special offers.

Even after the website was fully developed and launched, Miles has continued to enhance VisitMacys.com with both digital and print advertising, driving and optimizing traffic to the site for sustainable success.

## Results

The new Visit Macys site employs a buoyant, friendly tone paired with a vibrant color palette that evokes both the iconic parent brand and the joyous, memory-making experiences associated with Macy's events.

Since the launch of the site in February 2018, domestic and international visitors have significantly increased, as well as from the recent addition of booking functionality for store experiences. Conversions have also ramped up, with excellent year to date increases in key website metrics, including a 47% increase in sessions, a 56% jump in pageviews and a 6% rise in average session duration. The great performance has continued through 2019, with sessions up 27% (and organic sessions up 67%), pageviews up 22% and average session duration increasing 13%.

## Presidio Trust

### Commercial real estate online marketing strategy and webpage redesign

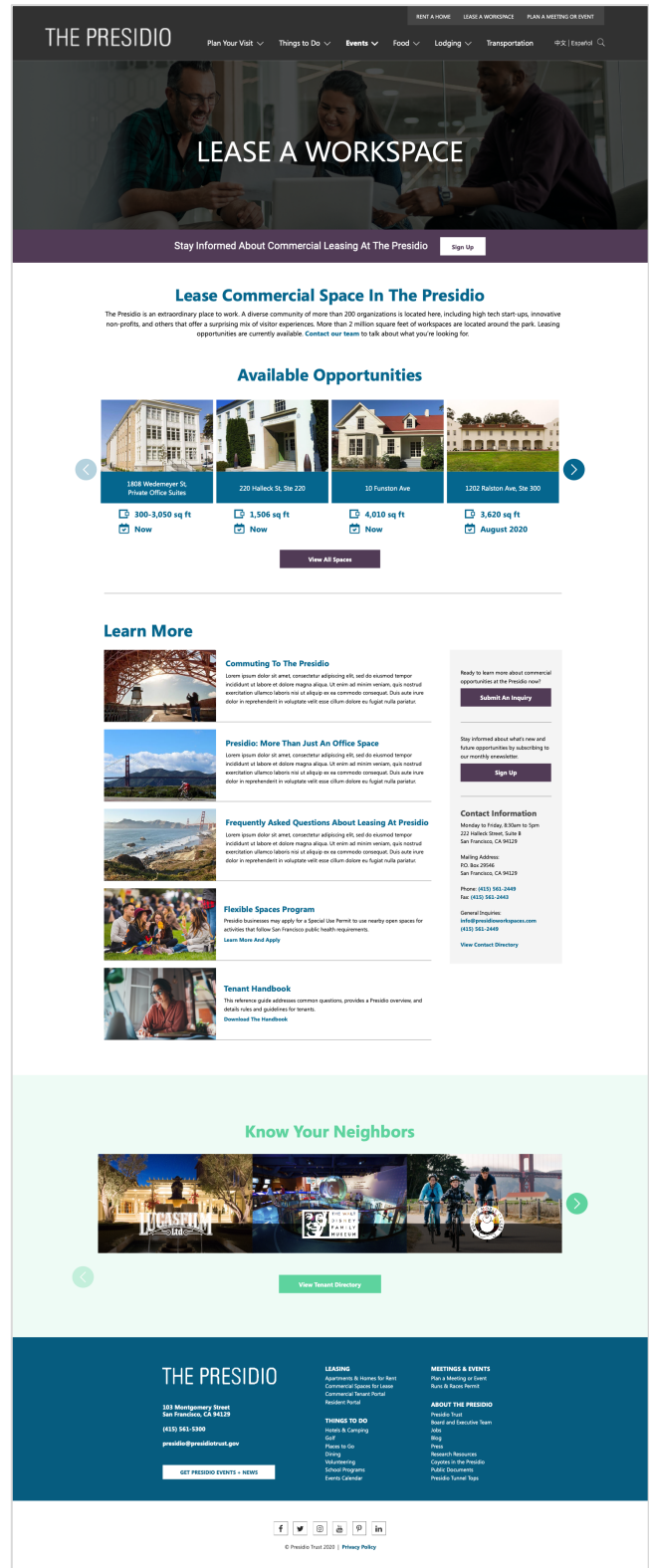
The Presidio Trust partners with the National Park Service and the Golden Gate National Parks Conservancy to manage and market the historic, former army base in San Francisco. They have contracted with Miles on strategy, design and advertising projects for the past five years. This summer Miles has collaborated on improving the presence of their Commercial Real Estate opportunities, this project is scheduled to be completed on-time by the end of September 2020. This case study demonstrates Miles' experience in marketing commercial real estate assets within a consumer-facing website.

#### Objectives

For 2020, the top organizational goal for the Presidio Trust is to drive revenue for business lines, specifically by increasing profitability for commercial leasing spaces at the National Park. The plan of work with Miles aims to extend the reach and improve engagement with the content on Presidio.gov, to drive signed leases for available office spaces.

#### Strategy

Miles presented a plan for landing page redesign, SEO strategy, CRM integration and multimedia content development to improve the reach and engagement for this business unit. In the discovery phase of the project Miles identified that the major





areas for improvement centered around lack of inspiring visuals, friction in lead capture for the brokers, and limited organic search presence.

In a particularly challenging economic situation where offices are largely sitting unused, and a hyper-competitive marketplace, we focused on highlighting the one-of-kind benefits that differentiate commercial spaces in the Presidio from urban alternatives. Those include access to green space, parking availability, leasing revenue that's reinvested in maintaining the area for public benefit, and a diverse range of neighbor business.

Integrating lead capture forms and strong calls-to-action are designed to move potential leasees into the sales pipeline. The improved technology enables automated follow-up and capability for lead scoring to assist the sales staff in nurturing leads for the office spaces available.

A redesign of the landing pages aims to infuse more photos to show website visitors the types of spaces available as well as the open-air setting next to the San Francisco Bay. Taking what had been text in a table, and offering a more dynamic presentation to feature the top-priority workspaces with interactive tours.

## Results

This project is still in progress: The content development and CRM phases are complete, and the all-new landing page is on schedule to launch at the end of September—on-time and on-budget.

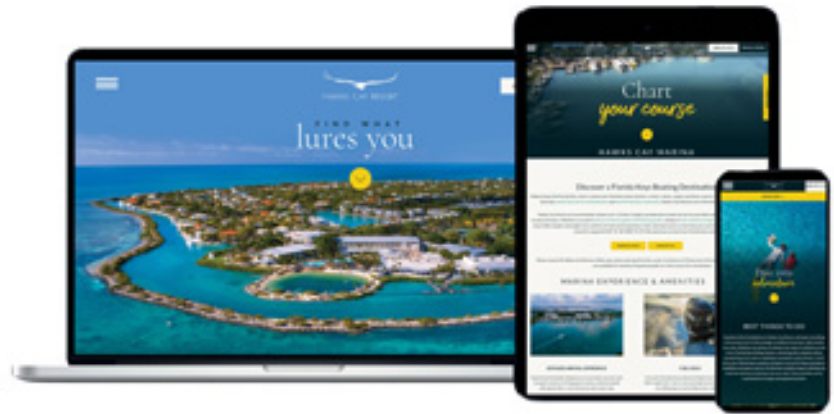


## Hawks Cay Resort

### Website Redesign

Hawks Cay is a Florida Keys resort that attracts families, avid fishermen, groups and wedding parties. Hawks Cay has been a Miles client since 2010 with the exception of 2013-2016 during a time of ownership change—we returned to the property when the previous Managing Director was re-hired. This

website redevelopment example demonstrates the Atlantis CMS included in the proposal for Birmingham Shopping District.



### Objectives

Hawks Cay is a leader amongst its competitive set but in 2017, Hurricane Irma evened the playing field in an unexpected way. Post-Irma, most Keys resorts needed massive repairs. When they re-opened, all properties touted beautiful new renovations. It was as if a wave of new properties hit the market all at once. Most competitive properties launched new websites with ocean-inspired color palettes and an emphasis on renovated interiors. Hawks Cay's goal was to find a way to stand out from the crowd, so the team turned to its website experience.

### Strategy

To differentiate itself, Hawks Cay went bold. In 2020 the property launched a new website that features bright colors and immerses visitors in content about on-property experiences vs. construction upgrades. Alongside the new look, Hawks revealed a new tagline that invites guests to "Find What Lures You."

Vivid, experiential imagery and short, evocative videos woven throughout the site feature watersports, dolphin encounters, fishing and family activities. A dynamic custom gallery allows visitors to filter assets based on interests.

The comprehensive content gives travelers everything they need to plan their visit. Anglers, for example, can explore available charters and learn about the types of fish species found nearby. To build this comprehensive experience, owned assets were combined with assets available via partnerships with major brands like Yeti, Vineyard Vines, LIVE Watersports and the two national TV shows filmed on property, Saltwater Experience and Into the Blue. Layered transitions and unexpected swipe, text and content loading motions add interactive elements and visual texture to engage users in further exploration. This bold move to create an experience-first site paid off.

## Results

The site launched April 29, 2020 – while the resort and the Florida Keys were entirely shut down due to COVID19. Searches for “resort” and “Florida Keys vacation” terms were essentially non-existent. The experiential content was incredibly impactful with experience-based search terms like Fishing, Scuba Diving and Kayaking becoming key revenue drivers.

Three months post-launch, the website recorded a nine percent increase in Online Revenue, compared to the same time a year prior. That included 52 percent increase in Google Organic Revenue, as well as 104 percent increase in GoogleMyBusiness revenue.

## Current Client References

Our clients are our strongest advocates and often have different stories to share based on that work which made the most impact to them. We encourage you to reach out to the individuals below and/or request more for specific scopes of work that are of interest. Due to the competitive nature of the Hospitality business we are not allowed to disclose the value of our annual contracts with these entities.

### **Macy's**

Keri Hanson, former Director of Tourism Marketing  
563-556-4738

Scope of Work: Macy's has been a Miles client since 2013 and we currently provide website and digital advertising services. Keri has changed positions recently, currently she's the Director of Marketing for Theisen's Farm Supply, but she's agreed to be included as a reference for the work showcased in this proposal for Birmingham Shopping District.

### **The Presidio Trust**

Kathryn Inglin, Marketing & Communications Executive  
415-561-4827  
kinglin@presidiotrust.gov

Scope of work: Miles is consultant for the Presidio trust contributing to strategic planning and execution of marketing plans, web design, CRM engagement, advertising and marketing measurement framework.

### **Hawks Cay Resort**

Sheldon Suga, Managing Director  
305-289-2999  
sheldon.suga@hawkscay.com

Scope of work: Miles is Hawks Cay's full-service agency of record. Our scope of services includes website development, branding, creative, digital and print media, SEO, consulting, email marketing, analytics as well as marketing for all on-property restaurants and amenities.

## Proposed Fees/Costs

Miles will bill the website redesign per the schedule outlined in the RFP document, in installments of 25% at predetermined milestones. We also acknowledge that Birmingham Shopping District is exempt from state and federal taxes.

<b>WEBSITE DEVELOPMENT</b>	<b>\$24,500</b>
Design Prototypes (4 page templates)	
Website Development	
CRM Set up, BeetleEye	
Google Poly 360° Tour	
Migration of existing content	
Staff Training	
<b>POST-LAUNCH MONTHLY TOOLS AND LICENSING</b>	
Website hosting	\$400
Cloudflare licensing	\$200
Atlantis III CMS licensing	\$150
BeetleEye Warehouse CRM licensing	\$150
Monthly	\$900

The above budget does not include content services for updating or creating new content.


# Forms

## ATTACHMENT B - BIDDER'S AGREEMENT

### Website Redesign & Hosting

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

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

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

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### ATTACHMENT C - COST PROPOSAL

#### Website Redesign & Hosting

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

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

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

UNIT COST BID ITEMS	
	\$ per

Firm Name Miles Partnership, LLLP

Authorized signature  Date 8/27/2020

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

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

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

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

## CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board:      Birmingham Shopping District

Year:    2022

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 Mtgs. Att.	Total Absent	Percent Attended Available
<b>REGULAR MEMBERS</b>																	
Richard Astrein	CP	P													1	0	100%
Samy Eid	CP	P													1	0	100%
Geoffrey Hockman	CP	P													1	0	100%
Zachary Kay	CP	P													1	0	100%
Sarvy Lipari	CP	P													1	0	100%
Jessica Lundberg	CP	P													1	0	100%
Tom Markus	CP	P													1	0	100%
Mike McKenzie	CP	A													0	1	0%
Amy Pohlod	CP	P													1	0	100%
Steve Quintal	CP	P													1	0	100%
Bill Roberts	CP	A													0	1	0%
Sam Surnow	CP	P													1	0	100%
Reserved															0	0	#DIV/0!
Doug Fehan	CP	P													1	0	100%
Present or Available	12	10	0	0	0	0	0	0	0	0	0	0	0	0			

**KEY:**

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

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Department Head Signature





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

**BSD COMMITTEES**  
**MONTHLY MEETING SCHEDULE**  
**MARCH 2022**

**BSD BOARD**

**THURS 3/3 @ 8:30 AM – COMMUNITY HOUSE**

**MAINTENANCE/CAPITAL IMPROVEMENTS**

**TUES 3/8 @ 8:30 AM – CITY HALL**

**SPECIAL EVENTS**

**FRI 3/11 @ 8:30 AM – CITY HALL**

**MARKETING/ADVERTISING**

**THURS 3/17 @ 8:30 AM. – CITY HALL**

**BUSINESS DEVELOPMENT**

**THURS 3/24 at 8:30 – CITY HALL**

**EXECUTIVE**

**TUES 3/1 at 8:30 AM – CITY HALL**

**QUARTERLY COMMITTEE HEAD**

**TBD**

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).