



**Executive Committee Meeting
May 31, 2022, 8:30 AM**

**In-Person Meeting
Birmingham City Hall
Second-Floor Conference Room
151 Martin Street, Birmingham, MI 48009**

**Members: Jeff Hockman, Chair; Richard Astrein,
Tom Markus, Amy Pohlod, Bill Roberts, Doug Fehan**

1. Welcome
2. Updates:
 - a) Executive Director's Report
 - b) Special Events Committee
 - c) Marketing and Advertising Committee
 - d) Capital Improvements and Maintenance Committee
 - e) Business Development Committee
 - f) Advisory Parking Committee update
3. Retail Recruiter Contract
4. Public Parking agreement update - 690 S. Old Woodward
5. Other items
6. Upcoming Meetings/Events
 - a) BSD Board Meeting – Thursday, June 2, 2022, at 8:30 a.m.
 - b) Capital Improvements Committee – June 14, 2022, at 8:30 a.m.
 - c) Special Events Committee – June 10, at 8:30 a.m.
 - d) Business Development Committee – June 7, 2022 at 8:30 a.m.
 - e) Advertising Committee – June 16, 2022, at 8:30 a.m.



Birmingham Shopping District
Meeting Date: 06/02/2022
151 Martin Street
Birmingham, MI 48009
248-530-1200
ALLINBirmingham.com

MEMORANDUM

DATE: May 26, 2022
TO: Birmingham Shopping District Board
FROM: Jana Ecker, Interim Executive Director
SUBJECT: Executive Director's Report

Wayfinding and Gateway Signage Committee

On April 25, 2022, the City Commission approved a new logo for the City (shown below), based on the report and recommendations of the Wayfinding and Gateway Signage Committee initiated by the BSD.



The Wayfinding Committee has been tasked with slowly rolling out the new City logo, and reviewing all applications to ensure a consistent branding image. All existing supplies using the former logo will be depleted, and any new supplies ordered will use the new logo. The committee has already approved six different versions of the logo for use to accommodate all applications (see attached). To date, the committee has reviewed and approved the use of the logo in the following applications:

- City letterhead
- Envelopes
- Memo templates
- PowerPoint presentation templates
- Public notice signs
- DPS equipment and vehicle decals
- DPS uniform options
- Park signage

At the next meeting of the Wayfinding Committee, the following logo applications will be reviewed:

- City water towers
- Parking meter signage
- City promotional products

In addition, at the next meeting the committee will continue to develop a comprehensive Style Guide to ensure consistent branding.

On April 25, 2022, the City Commission also approved the issuance of an RFP to update the City's 2002 Wayfinding Plan to incorporate the new logo and refresh the plan. Funds have been requested in the upcoming FY22-23 budget for the wayfinding refresh. If the new budget is approved by the City Commission on June 13, 2022, an RFP will be issued to solicit proposals after the start of the new fiscal year on July 1, 2022.

The Wayfinding Committee is seeking a member of the BSD's Marketing and Advertising Committee to attend and participate in these meetings. At this time, the Wayfinding Committee meets every other Monday at 1:00 p.m. at City Hall.

BSD Budget

The proposed budget for the 2022/2023 fiscal year was presented to the City Commission at the annual budget hearing on Saturday, May 7, 2022. The City Commission did not express any concerns with the BSD's budget proposal.

Approval of the City's FY 22/23 budget, including the BSD's budget, is anticipated at the City Commission meeting to be held on June 13, 2022.

Merchants Meeting

A merchant meeting was held on Wednesday, May 25, 2022 at 9:00 a.m. at Hastens Birmingham. The meeting was well attended by BSD merchants. This meeting was an opportunity to introduce myself as the Interim Director of the BSD, and to meet many local business owners. Updates were provided to the merchants regarding the S. Old Woodward construction project, public parking opportunities and promotional events during construction. An update was also provided on upcoming special events in the downtown this summer. A special thank you to Hastens for welcoming our group into their store, and generously providing pastries and beverages.

The next merchant meeting is planned to be held in June.

S. Old Woodward Parking

Coldwell Banker Weir Manual has recently leased the property at 690 S. Old Woodward from Central Park Property (the former Don Thomas Sports space) to relocate their existing real estate office. During the summer months they will be renovating the space for their use, and are willing to lease 18 of their 20 private parking spaces to the BSD for public parking on a month to month basis. The approval of this lease will be discussed in detail under New Business later in the meeting. This parking is proposed to be free of charge to the public during construction, with a two hour maximum time limit.

Additional property owners are also being contacted within the S. Old Woodward construction area, and efforts continue to attempt to negotiate additional leases of private parking spaces for public use.

In addition to any private parking that the BSD is able to secure, the Engineering Department has also added new, temporary on-street parking on Bowers, Hazel and Frank Street that will be available free of charge to the public during construction, with a two hour maximum time limit.

Retail Recruitment Contract Update

After the BSD approved a new one year contract for a retail recruitment consultant on May 5, 2022, I reached out to Cindy Ciura of CC Consulting to finalize execution of the contract. Ms. Ciura reviewed the contract as approved by the BSD and requested responses to the following questions/comments (paraphrased below) with my responses in blue type:

1. Can you ensure that I will have updated marketing materials?
Yes, updated marketing materials can be done and are subject to my approval (or future Executive Director, once hired).
2. Would a lease with a local retailer that I had been working with since before Covid that was signed during the past 30 days be considered for compensation when my contract was on hold? Would my insurance that I paid for in March 2022 be covered under the pending contract?
This is a separate issue unrelated to the current contract.
3. Section 3 D is a little vague, but my insurance costs will be reimbursed as long as it is within the \$77,000 cap. Is this correct? **Section 3 (d) of the contract does allow for insurance reimbursement, with the amount paid for all commissions, reimbursements etc. not to exceed \$77,000. Insurance costs paid for the actual term of the contract may be reimbursed.**
4. Regarding reimbursement requests discussed in Section 3(G), would a portion of trade organizations meetings be included in those potential reimbursements? There is a retail conference later this year that I would be interested in attending and wondered if a portion of those expenses would be considered for reimbursement.
Trade organization meetings may be eligible for reimbursement if approved by the Executive Director. I would review all such requests on a case by case basis, regarding their value and relevance to Birmingham.
5. In Section 4, would it be possible to add a line about the Executive Director giving recruiter pertinent information regarding tenant updates? For example, if the City finds out a tenant is leaving or closing for business due to renovation.
If you wish to request any change to the contract language, this will have to be considered by the BSD board at their next meeting. If we leave as is, we can execute the contract immediately. I will agree to provide tenant update information on a regular basis. Of course, you are always welcome to call me and request this information if needed between updates.
6. I kept alive several deals throughout Covid that ended up getting signed. I received only one commission in 2020 due to Covid, but in 2021 I signed several national leases. This was unfortunate for me since I had a \$75,000 cap and I was not compensated for all my deals. I understand and I accept that fact. BUT, I was not paid my contracted \$75,000 because Sean included my insurance expenses in that amount (and a few others that were out of pocket) and in last year's contract, when they were considered "out of pocket." I would like to be paid the \$2,224.66 that I am owed.
This is a separate issue unrelated to the current contract.

After receiving my responses, Ms. Ciura indicated that she was unable to sign the contract until she had been paid for all prior contracted amounts. Ms. Ciura's position is that she is currently owed \$2,224.66. This issue will be discussed in detail under New Business later in the meeting.

Special Events Committee Meeting Minutes
151 Martin Street, Conference Rooms 202 & 203
May 13, 2022

Chairperson Astrein called the meeting to order at 8:35 a.m.

In Attendance: R. Astrein, D. Fehan, Z. Kay, S. Lipari, J. Ecker, B. Hussey, C. Galli,
J. Brook, S. Jeffares

Absent: A. Pohlad and K. Cummings

Spring Stroll:

Ms. Brook advised that it was a great success with over 200 participants and about 28 participating merchants.

Ms. Brook shared some feedback from merchants and participants with the committee.

Mr. Fehan asked about the positive and negative feedbacks and possible sales at our starting merchant location.

Art Walk:

Ms. Brook presented August 4, 2022 as a possible date and suggested the Public Arts Board help with planning and advised the BBAC would offer a stipend for 6-8 artists.

Committee members discussed having the BSD coordinate the stores, and discussed interest of restaurants to participate. Committee members requested having a member of the Public Arts Board attend the next meeting.

Construction:

Ms. Brook advised that a groundbreaking was not planned as this is phase 3. The possibility of a touch a truck event at the middle or end of construction is being considered.

Scavenger hunt:

The committee discussed holding a scavenger hunt to focus more on the S. Old Woodward businesses. The committee suggested having weekdays as an option for participants.

Painting the barricades:

The same set-up as a few years ago will be provided. Artists will supply their own materials and the BSD will offer prize money in the form of Birmingham Bucks.

Ms. Lipari brought up the idea of using extra hanging baskets that were already paid for that were to be used in the construction zone and giving them away as prizes, giving them to the merchants within the construction zone, or hanging them at the edges of the construction zone.

Day on the Town:

Ms. Brook advised that the merchant application is live on the website for sign-up for businesses within the event footprint, and for space within the event area for businesses located within the BSD, but outside of the event area.

Movie Nights:

Four Movie Nights are scheduled for this year. They will be:

- June 10 - Sing 2
- July 15 - Home Alone (Christmas in July)
- August 12 - Moana
- September 16- Willy Wonka and the Chocolate Factory

Rain dates will be the next day (Saturday) for each movie. Wells Fargo is once again the primary sponsor.

Other:

Mr. Jeffares talked about an event he is working on with NEXT and possible sponsorship from the BSD. Discussions included specifics of timing, food, venue, and sponsors. Ms. Ecker suggested contacting the Daxton Hotel for sponsorship with room rental and food. Ms. Ecker offered to reach out to the Daxton to ask about sponsorship.

Meeting adjourned at 9:43 a.m.

NEXT MEETING: Friday, June 10, 2022 at 8:30 a.m.

Marketing and Advertising Committee Meeting Minutes
151 Martin Street, Conference Room 203
May 19, 2022

Chairperson Pohlod called the meeting to order at 8:30 a.m.

In Attendance: A. Pohlod (Chairperson), Z. Kay, J. Lundberg, E. Bassett

Absent: S. Eid, J. Ecker

There was no public comment.

Advertising and Marketing Report: The Committee reviewed social media and website analytics from mid-April through mid-May. Month over month reach on Facebook and Instagram was up 600% and 567%, respectively, due to the spring advertising campaigns. Social media focus for mid-May – mid-June includes general shopping/dining, consumer-related construction communications (as needed) and business spotlights.

Day on the Town Advertising: The Committee will revise the 2021 Day on The Town video to include 2022 information. Print, digital and social media advertising for Day on the Town will begin in June.

South Old Woodward Reconstruction Phase 3 – Birmingham Bucks Campaign: The Committee discussed the following Birmingham Bucks E-Gift Card Promotional Program 1 details:

1. **Phase 1 - June 1-30 (Promotional Cap \$15,000):**
 - a. **Retailers and Restaurants within the Affected Zone:** Shoppers can earn \$10 in promotional Birmingham Bucks E-Gift Cards for every \$100 spent at retail and restaurant businesses within the affected zone (from Brown Street to Lincoln Street). Each recipient is eligible to earn a maximum of \$100 in promotional Birmingham Bucks E-Gift Cards in June. Current Birmingham Bucks E-Gift Card program rules apply. Marketing materials and program information will be provided to participating businesses. Promotional Birmingham Bucks E-Gift cards will expire September 30 and exclude use July 29-31 (Day on the Town event weekend).
 - b. **Summer Bucks Weekend Promotion, June 24-26:** The Committee recommends the BSD Board approve an additional district-wide Summer Bucks Weekend promotion, open to all BSD businesses. Shoppers can earn \$10 in promotional Birmingham Bucks E-Gift Cards for every \$100 spent at all eligible businesses within the BSD. Each recipient is eligible to earn a maximum of \$100 in promotional Birmingham Bucks E-Gift Cards during the promotion. Current Birmingham Bucks E-Gift Card program rules apply. The BSD will advertise this promotion. Promotional Birmingham Bucks E-Gift cards will expire September 30 and exclude use July 29-31 (Day on the Town event weekend).

2. **Phase 2 - (July - October):** Promotional recommendation to be finalized at the June 16 Committee meeting.

Logo Revision Discussion: The Committee will continue to use the traditional Birmingham Shopping District logos, modified with the new website colors. The Committee recommends the BSD use the new City of Birmingham logo as the starting point for a new BSD logo design to be implemented starting late-fall.

Meeting adjourned at 9:35 a.m.

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

DRAFT

Maintenance/Capital Improvement Committee Meeting Minutes
151 Martin Street, Conference Room 203
June 2, 2022

Chairperson Lipari called the meeting to order at 8:35 a.m.

Members in Attendance: Sarvy Lipari, Amy Pohlod, Steve Quintal
Members Absent: Bill Roberts, Doug Fehan, Ron Rea, Glenn Ceresnie
Staff Present: Jana Ecker, Melinda Comerford, Brendan McGaughey, Brad McNab

There was no public comment.

Downtown Hanging Baskets Purchase: Hanging baskets the committee agreed that the invoice will be paid in full because there wasn't enough time to change the original quantity ordered. Committee is working on creative ideas for the approximate 20 hanging baskets that will not be used due to construction. Brendan said they will hang on to a few of them in case any die or get damaged. Discussed possible options of giving them to businesses in construction area, giveaway during touch a truck or scavenger hunt.

Valet Parking During Construction: No bids were submitted for Valet parking during South Old Woodward construction. Committee still discussing possible parking options.

Sidewalk Powerwashing: Brendan said nothing new with power washing. Set to have them come out after the fair in mid to late June.

DPS Appreciation: Committee discussed the DPS appreciation luncheon and possible options for hosting it. Ms. Pohlod asked that it be tabled until next meeting.

Music Downtown: Ms. Comerford brought up about possibility of ambient music throughout downtown. Committee agreed that it was not a good idea.

Meeting adjourned at 9:15 a.m.

Next meeting – Tuesday, June 14 2022 at 8:30 a.m.

Business Development Committee Meeting Minutes
151 Martin Street, Conference Room 203
May 24, 2022

J. Ecker called the meeting to order at 8:30 a.m.

In Attendance: S. Quintal, J. Hockman, J. Ecker, E. Bassett

Absent: S. Surnow (Co-Chairperson), M. McKenzie (Co-Chairperson)

There was no public comment.

Tenant Recruitment Update and Pipeline Report: No report was given in Co-Chairperson Mike McKenzie's absence. Jeff Hockman requested BSD staff to obtain the May report from Co-Chairperson Mike McKenzie and distribute it to the Business Development Committee via email.

Business Anniversary Program Updates: Carl Sterr will be recognized at the June Board meeting. J. Hockmann requested that BSD staff update the program list to include business anniversary recognitions for the remainder of 2022 (July through December).

Employee Attraction Program: J. Hockman reported that the public transit program discussed at previous meetings was deemed too cost prohibitive. The Committee would like to continue pursuing incentives for this program, including programs offered by Oakland County, such as job fairs and more.

J. Hockman inquired about the selection process for the BSD Executive Director position and the sense of urgency around filling the position. E. Bassett reported the closing date for applications is currently June 10, 2022. J. Ecker reported the interview panel should include the following: a member from the Human Resources department, a member from the City Manager's Office, herself (as the BSD Interim Director) and two to three BSD Board members. J. Hockman indicated that a Human Resources person had never been involved before, and he expressed concern that he did not want the BSD to get bogged down in bureaucracy. J. Hockman stated that the BSD has operated in a more entrepreneurial fashion. J. Ecker advised that public boards must operate in accordance with all applicable laws, in particular the Open Meetings Act. J. Ecker advised that the BSD Board should determine which Board members they would like to participate in the interview panel at the June Board meeting.

Business Mix Analysis: No report was reviewed at the meeting due to staff departure. J. Hockman reported that S. Kammer presented a draft report prior to his departure. The Committee requested BSD staff review the current report draft to clarify report details and data sources, and present it at the next Executive Committee meeting.

Retail Recruiter Contract: J. Ecker reported she will review the contract details this week (starting May 23). The Committee will discuss this item at the June 1 Committee meeting. The Committee requested this item be added to the June Board meeting agenda.

Future Meeting Dates: The Committee agreed to move Committee meetings from the fourth Thursday of the month to Tuesdays at 8:30 a.m. The Committee requested that BSD staff determine which Tuesday of the month works best for all Committee members and does not conflict with other BSD Committee meetings.

Other Business: J. Ecker reported that June is the last month reserved for BSD Board meetings at the Community House. J. Ecker to contact the Community House and Bill Seklar to determine if the BSD may reserve meeting space at the current rate for its upcoming Board meetings. J. Ecker reported the Baldwin Public Library could be used as an alternate venue if needed.

Meeting adjourned at 9:30 a.m.

NEXT MEETING: Tuesday, June 1, 2022 at 8:30 a.m.

SP+ PARKING

Birmingham Parking System Transient & Free Parking Analysis Months of April 2020; 2021 & 2022

April 2021

GARAGE	TOTAL CARS	FREE CARS	CASH REVENUE	% FREE
PEABODY**	11,339	11,339	\$ -	100%
PARK**	7,068	7,068	\$ -	100%
CHESTER**	3,664	3,664	\$ -	100%
WOODWARD**	3,897	3,897	\$ -	100%
PIERCE**	13,226	13,226	\$ -	100%

TOTALS	39,194	39,194	\$ -	100%
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April 2022

GARAGE	TOTAL CARS	FREE CARS	CASH REVENUE	% FREE
PEABODY	20,597	15,106	\$ 26,014.00	73%
PARK	17,708	12,534	\$ 26,976.00	71%
CHESTER	9,782	8,710	\$ 6,142.00	89%
WOODWARD	16,894	12,690	\$ 23,268.00	75%
PIERCE	25,602	16,110	\$ 57,806.01	63%

TOTALS	90,583	65,150	\$ 140,206.01	72%
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BREAKDOWN:	TOTAL CARS	43%
	FREE CARS	60%
	CASH REVENUE	N/A

Notes:

- 1) Due to Covid-19 free parking in place starting March 17, 2020 - June 30, 2021.
- 2) April 2021 car counts based on passages only

MONTHLY PARKING PERMIT & ACTIVITY REPORT

For the month of: April 2022

Date Compiled: May 12, 2022

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					
Permits Issued	Pierce	Park	Peabody	N.Old Wood	Chester					Total
Garage permits end of previous month	823	912	526	841	1104					4206
Garage permits canceled in month	8	3	7	35	48					101
Garage permits added in month	93	99	31	15	16					254
Total Garage permits end of month	829	962	523	827	1074					4215
Garage permits available	-78	-17	13	154	294					366
Garage evening passes	43	8	19	4	18					92

						\$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						160	17	0	5	182
Hangtags available						17	23	8	25	73

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	143	87	38	3	5					276
On Wait List-Unique Individuals**										0
Total On Wait List										276

Tuesday April 12th

Data from peak period of 2pm	Pierce	Park	Peabody	N.Old Wood	Chester					Total
Transient parker occupied	222	134	110	72	46					584
Monthly parker occupied	328	357	231	357	246					1519
Total parker occupied	550	491	341	429	292					2103
Total spaces available at	156	320	96	316	588					1476
Percentage occupied	78%	61%	78%	58%	33%					59%

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



Birmingham Shopping District
Meeting Date: 06/02/2022
151 Martin Street
Birmingham, MI 48009
248-530-1200
ALLINBirmingham.com

MEMORANDUM

DATE: May 25, 2022
TO: Birmingham Shopping District
FROM: Jana Ecker, Interim Executive Director
SUBJECT: Public Parking at 690 S. Old Woodward

The Maintenance Committee discussed the desire for valet services during the S. Old Woodward Reconstruction Project at their meeting on May 10, 2022. As no proposals for valet services were received under the recent RFP, the committee also discussed the potential to lease private parking lots for public parking during construction.

As a result, several private property owners were contacted to discuss the possibility of leasing parking spaces to the BSD during the S. Old Woodward construction period. Phoenecia advised that if their expansion project was approved by the City Commission in June, they planned to close the restaurant and thus may be able to lease parking spaces in their lot to the BSD to offer public parking. The owner of 469 – 479 S. Old Woodward was also contacted, but thus far no agreement has been reached.

However, Coldwell Banker Weir Manual has recently leased the property at 690 S. Old Woodward from Central Park Property (the former Don Thomas Sports) to relocate their existing real estate office. During the summer months they will be renovating the space for their use, and are willing to lease 18 of their 20 private parking spaces to the BSD for public parking on a month to month basis.

Accordingly, please find attached a draft contract between the BSD and Coldwell Banker Weir Manual for the lease of 18 parking spaces at 690 S. Old Woodward. This contract has been reviewed and approved by the City Attorney. The intent is to use a portion of the funds provided by the Advisory Parking Committee for the provision of valet or public parking during the S. Old Woodward Phase 3 construction to cover the cost of the lease.

Suggested Action:

Motion to approve a month by month parking lot lease agreement between the Birmingham Shopping District and Coldwell Banker Weir Manual in the amount of \$1,080 per month for the provision of public parking during the S. Old Woodward Reconstruction Project and to direct Chairperson Hockman to sign the lease on behalf of the BSD.

PARKING LOT LEASE AGREEMENT

THIS LEASE is made as of May 20, 2022, by and between **CBWM, LLC d/b/a COLDWELL BANKER WEIR MANUEL**, whose address is 690 South Old Woodward, Birmingham, Michigan, 48009 ("Lessor"), the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, 48009 and the **BIRMINGHAM SHOPPING DISTRICT**, whose address is 151 Martin Street, Birmingham, MI 48009 ("Lessees").

Recitals

A. Lessor is the tenant of the following described property, to wit: the Old Don Thomas Sport Haus located at 690 S. Old Woodward, Birmingham, Michigan, 48009 as pictured in Attachment A, Parcel No.: 08-99-00-008-035.

B. Lessor desires to lease eighteen (18) parking spaces to the Lessees under a sublease agreement.

C. Attachment A, photograph of lot is attached. It does not include the two (2) parking spaces at the far west end of the lot adjacent to the alley.

D. The parties have agreed to enter into this lease of property to enable the Lessees to proceed with providing public parking during the Phase 3 South Old Woodward Project term.

NOW, THEREFORE, FOR THE COVENANTS AND AGREEMENTS HEREIN MADE, IT IS HEREBY AGREED AS FOLLOWS:

1. Lease term.

(a) Lessor hereby leases to Lessees and Lessees hereby lease and take from Lessor portions of the parking lot located within the 690 S. Old Woodward parking lot upon execution of this Lease for a period of approximately five and one-half (5½) months, commencing on May 20, 2022.

(b) **Early termination by Lessees.** Lessees may, in its sole discretion, for any reason or no reason, elect to terminate this Lease by providing not less than a fifteen (15) day written notice to terminate to Lessor.

(c) **Early termination by Lessor.** Lessor may, in its sole discretion, for any reason or no reason, elect to terminate this Lease by providing not less than a fifteen (15) day written notice to terminate to Lessees.

2. **Payment.**

(a) The Lessees shall reimburse Lessor for the use of the parking lot at a cost of Sixty Dollars (\$60.00) per parking space, per month, for eighteen (18) spots. The Lessees shall present payment of One Thousand Eighty Dollars (\$1,080.00) at the first of each month to Lessor for rent of the parking spaces.

(b) **Proration for Termination.** Should this Lease be terminated in accordance with paragraphs 1(b) or 1(c), any remaining payment shall be prorated accordingly for the days actually covered by this Lease.

3. **Use.**

(a) **Permitted Uses.** The leased premises shall be used solely for public parking purposes and shall be limited to public parking for no more than twenty-three (23) consecutive hours per twenty-four (24) hour period.

(b) Lessees shall be permitted, if they choose, to install mutually acceptable signs indicating the area is restricted for public parking and agree to remove said signage at its cost at termination of the lease. The fabrication of the signs will be coordinated by the BSD at the BSD's sole expense. The Lessees shall enforce compliance with permitted parking usage.

(c) **Restricted Uses.** The Lessor shall reserve for use to be determined in its discretion the far west end of the lot adjacent to the alley, which includes two (2) parking spaces.

(d) **Compliance with Legal Requirements.** Lessees shall, at its cost, comply with and cause the Leased Premises to comply with all of the following (collectively "**Legal Requirements**"): (i) all local, state and federal laws, orders and regulations now or hereafter applicable to the Leased Premises or use thereof; (ii) all agreements entered into by Lessees and Lessor with regard to the Leased Premises, including insurance policies; and, (iii) all legal requirements which require unforeseen alterations or repairs to the Leased Premises.

4. **Maintenance.** The parties agree to maintain and repair the premises as follows:

(a) Lessees shall provide general maintenance of the west end of the parking lot during that period it is being used for public parking purposes under the terms of this lease, including debris removal, and mowing and weed removal.

(b) The Lessees shall be responsible for necessary repairs to the parking lot during the term of this lease as a result of damage caused only by activities attributable to the use of the parking lot for public parking, other than normal wear and tear.

5. **Insurance.**

(a) Commencing on the Effective Date, Lessees and Lessor, shall maintain commercial general liability insurance each, insuring and defending themselves and their respective successors and assigns, employees, agents, customers and invitees against any cost, loss, damage or expense, incurred by reason of any claim, suit, liability or demand for bodily injury, death or property damage occurring on the Leased Premises or arising out of, pertaining to or involving this Lease or the use, control, maintenance, repair or occupancy on or in the Leased Premises, including, without limitation, that arising as a result of alterations or pursuant to Lessees' responsibility in **Section 6**, in the minimum amounts of \$1,000,000 for bodily injury or death to any one person, \$1,000,000 for bodily injury or death to any number of persons in any one incident, and \$1,000,000 for property damage, with regard to each such claim, suit, liability or demand; and, workers' compensation insurance to the extent required by the law of Michigan;

(b) Every commercial insurance policy procured as above shall: (i) be issued by companies of nationally recognized financial standing legally authorized to do insurance business in Michigan; (ii) provide that such policy shall not be cancelled without at least thirty (30) days prior written notice to the named and additional insureds; and (iii) not be invalidated or the proceeds not payable by or due to the nature of any occupancy or use. Upon request, each party shall furnish evidence of such insurance satisfactory to the other party. Lessees and Lessor shall have each other named as an additional insured on their respective commercial general liability policies.

Lessor and Lessees do each hereby release the other from any liability resulting from damage by fire or other casualty to the extent of proceeds received under any insurance policy referred to above or under any pooled coverage program. Because the foregoing waivers will have the effect of preventing the assignment of claims to the parties' respective insurers, by way of subrogation or otherwise, each party agrees to procure from its respective insurer such endorsements to the insurance policies, if any, which it maintains as are necessary to prevent invalidation or reduction of any insurance coverage provided thereunder.

6. **Responsibility.** Lessees shall be fully responsible for itself and its successors and assigns, for any cost, loss, damage or expense, including, without limitation, attorneys' fees and the reasonable costs of investigation, incurred as a result of any claim, suit liability or demand occurring on or in the Leased Premises or arising out of, pertaining to or involving this Lease or the use, control, maintenance, repair, alteration, construction or occupancy on, of or to the Leased Premises, or the common areas or the entire premises of Lessor, by Lessees, its successors, assigns, employees, agents, customers and invitees.

7. **Assignment and Subletting.** This Lease shall not be assigned nor shall Lessees enter into any sublease without the written consent of Lessor.

8. **Surrender of Leased Premises.** Upon the expiration or termination of the Lease Term, the Leased Premises, together with all Alterations, shall be surrendered to Lessor "broom clean" and in good order, repair and condition, except for ordinary wear and tear. Prior to the

expiration or termination date, Lessees shall remove all personal property, fixtures and equipment placed or affixed on the Leased Premises by Lessees, its assignees, concessionaires or licensees, and repair all damage to the Leased Premises occasioned by removal.

9. **General Provisions Regarding Default.** No right or remedy under this Lease or at law or equity shall be exclusive of any other right or remedy but shall be cumulative. Failure to insist upon strict performance of any provision of this Lease or to exercise any right or remedy of this Lease at law or equity shall not constitute a waiver of any future performance. Receipt by Lessor of any Rent with knowledge of an event of default or Lessees' breach of this Lease shall not constitute a waiver of such event of default or breach. No waiver by either party of any provision of this Lease shall be deemed to have been made unless made in writing. Each party shall be entitled to injunctive relief in the event of violation or threatened violation of their material obligations hereunder beyond applicable cure periods. Lessees hereby waive and surrender for itself and all those claiming under it, including creditors of all kinds, any right and privilege which it or any of them may have to redeem the Leased Premises or to have a continuance of this Lease after expiration or termination of Lessees' right of occupancy by order or judgment, any legal process or writ, or under the terms of this Lease.

10. **Notices, Demands and Other Instruments.** All notices, demands or other communications given pursuant to this Lease shall be in writing and shall be deemed given on the date mailed if mailed by a nationally recognized overnight courier or by registered or certified mail, return receipt requested, with postage prepaid if: (a) when mailed to Lessor, it is addressed to Lessor at its address set forth above, and (b) when mailed to Lessees, it is addressed to Lessees at the address set forth above, marked "Attention: City Manager" for the City of Birmingham and for the Birmingham Shopping District marked "Attention: Ms. Jana Ecker, BSD Director." The parties may specify any other address in the United States within fifteen (15) days prior notice.

11. **Separability.** If any provision of this Lease or its application to any person or circumstance shall be declared invalid or unenforceable, the remaining provisions of this Lease, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby and each provision shall be valid and enforceable to the extent permitted by law.

12. **Binding Effect.** All provisions contained in this Lease shall be binding upon, inure to the benefit of, and be enforceable by, the respective heirs, executors, representatives, successors and assigns of Lessor and Lessees. The covenants and obligations of Lessor under this Lease shall not be binding upon the Lessor herein named or any subsequent Lessor with respect to any period subsequent to the transfer of all its interests in the Leased Premises, and, in the event of any such transfer, Lessees agree to look solely to the transferee for the performance of any term, covenant, obligation, warranty or representation of Lessor hereunder, but only with respect to the period beginning with such transfer and ending with a subsequent transfer of such interest.

13. **Interpretation, Amendment and Modification.** This Lease shall be interpreted under the laws of the State of Michigan. The recitals to this Lease are hereby incorporated in this Lease. The section and subsection captions are for the convenient reference of the parties only and are not intended to and shall not be deemed to modify the interpretation of the section or subsection from that which is indicated by the text of the section or subsection alone. All of the representations, warranties and indemnities contained in this Lease shall survive indefinitely the expiration or termination of this Lease. This Lease is the product of negotiation and the parties agree that it shall be interpreted in accordance with its fair and apparent meaning and not for or against either party. This Lease contains the entire agreement between the parties with respect to the Leased Premises and all prior negotiations or agreements, whether oral or written, are superseded and merged herein. This Lease may not be changed or amended except by a writing duly authorized and executed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date first above written.

CBWM, LLC d/b/a
COLDWELL BANKER WEIR MANUEL

By: _____
John North, President

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this ____ day of _____, 2022, before me personally appeared JIM NORTH who acknowledged that with authority on behalf of CBWM, LLC d/b/a COLDWELL BANKER WEIR MANUEL to do so he signed this Agreement.

Notary Public

County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

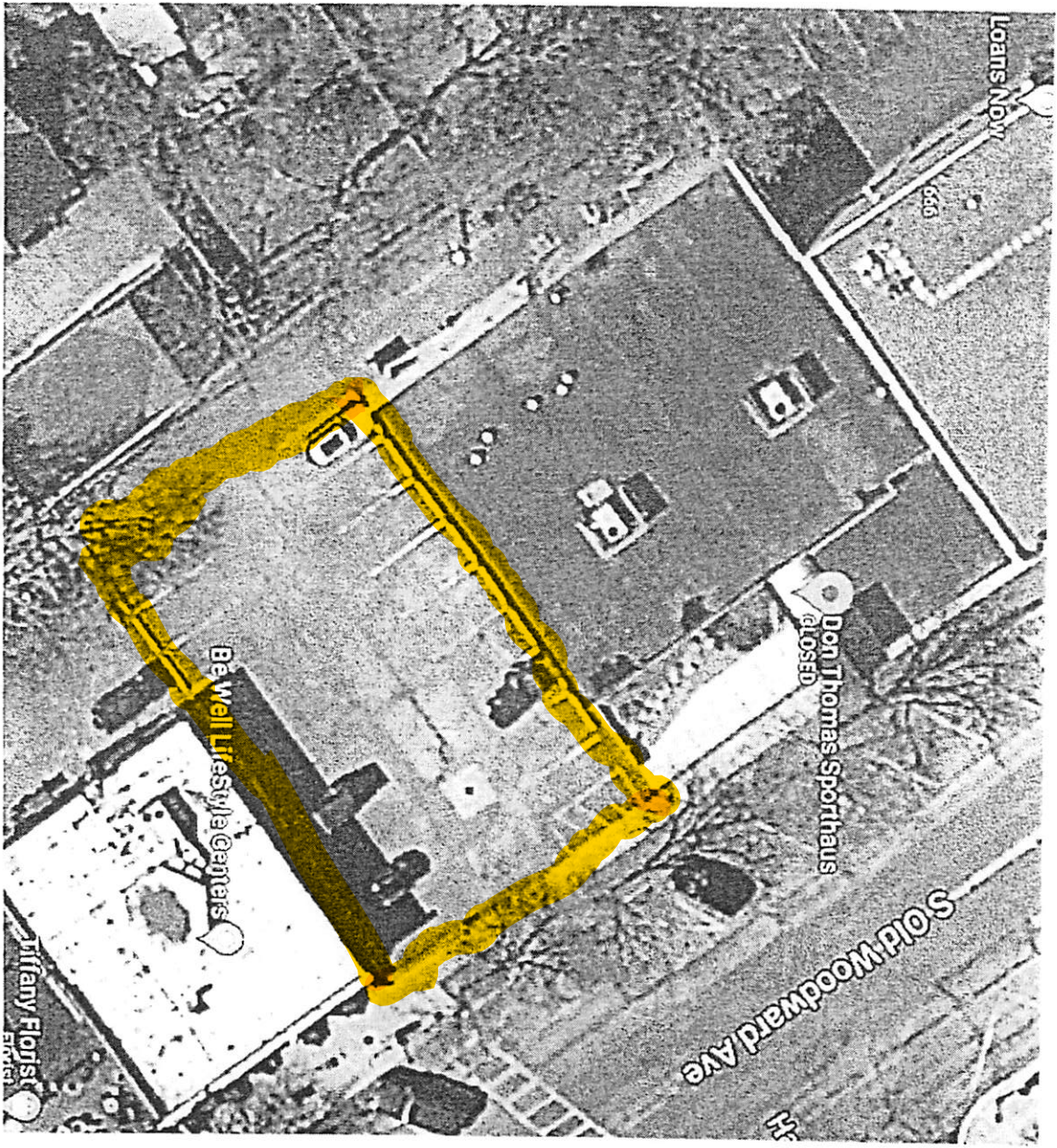
APPROVED:

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











Jana L. Ecker, BSD Director
(Approved as to substance)

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

ATTACHMENT A



S. Old Woodward 2022 Reconstruction Project

-  Construction Zone
-  Street Closure
-  S.O.W. Local Access - One Way
-  Access from Woodward Ave Northbound
-  Brown Street Eastbound
-  Pedestrian Crossing
-  No Left Turn - Brown & S. Old Woodward
-  Parking Structure
-  On-Street Parking
-  Parking Lot - Former Don Thomas Sporthaus

