

*Formal Agenda  
October 23, 2018*

**PUBLIC HEALTH  
AND SAFETY  
STANDING  
COMMITTEE**



Coleman A. Young Municipal Center  
2 Woodward Avenue, Suite 1126  
Detroit, Michigan 48226

Phone 313•224•3400  
Fax 313•224•4128  
www.detroitmi.gov

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October 16, 2018

Annie Holt  
14212 Stahelin  
Detroit, MI 48223

Dear Ms. Holt,

It gives me great pleasure to appoint you to the Board of Police Commissioners. Your term begins immediately upon confirmation by City Council and expires June 30, 2020. Upon City Council's request, a City Clerk's office representative may contact you to schedule an interview.

Thank you in advance for serving the citizens of Detroit. I look forward to working with you.

Should you have any questions or need additional information, please contact Elisa Malile, Deputy Chief of Staff at (313) 224-3400.

Sincerely,

A handwritten signature in blue ink, appearing to read 'M E Duggan'.

Michael E. Duggan, Mayor  
City of Detroit

cc: James Craig, Police Chief, City of Detroit  
George Anthony, Secretary to the Board of Police Commissioners  
Elisa Malile, Deputy Chief of Staff, Office of Mayor Mike Duggan

CITY CLERK 17 OCT 2018 PM 12:28

**OFFICE OF CONTRACTING AND  
PROCUREMENT**

October 18, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

6001676      100% City Funding – To Provide BNP Residential Rehab at 2356 Wendell –  
Contractor: Jozef Contractor Inc. – Location: 11691 Klinger, Hamtramck, MI  
48212 – Contract Period: Upon City Council Approval through October 29, 2019  
– Total Contract Amount: \$92,290.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER** \_\_\_\_\_ **BENSON**

**RESOLVED**, that Contract No. 6001676 referred to in the foregoing communication dated October 18, 2018 be hereby and is approved.



OFFICE OF CONTRACTING AND  
PROCUREMENT

October 18, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

6001678      100% City Funding – To Provide BNP Residential Rehab at 5242 Lumley –  
Contractor: Jozef Contractor Inc. – Location: 11691 Klinger, Hamtramck, MI  
48212 – Contract Period: Upon City Council Approval through October 29, 2019  
– Total Contract Amount: \$93,390.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER** \_\_\_\_\_ **BENSON** \_\_\_\_\_

**RESOLVED**, that Contract No. 6001678 referred to in the foregoing communication dated October 18, 2018 be hereby and is approved.

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OFFICE OF CONTRACTING AND  
PROCUREMENT

October 18, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

6001688      100% City Funding – To Provide BNP Residential Rehab at 4890 Three Mile Drive – Contractor: Allied Property Services, Inc. – Location: 34150 Riviera Drive, Fraser, MI 48026 – Contract Period: Upon City Council Approval through October 29, 2019 – Total Contract Amount: \$69,850.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER** \_\_\_\_\_ **BENSON**

**RESOLVED**, that Contract No. 6001688 referred to in the foregoing communication dated October 18, 2018 be hereby and is approved.

OFFICE OF CONTRACTING AND  
PROCUREMENT

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October 18, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

6001691      100% City Funding – To Provide BNP Residential Rehab at 4111 Buckingham – Contractor: Allied Property Services, Inc. – Location: 34150 Riviera Drive, Fraser, MI 48026 – Contract Period: Upon City Council Approval through October 29, 2019 – Total Contract Amount: \$37,400.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER \_\_\_\_\_ **BENSON** \_\_\_\_\_

**RESOLVED**, that Contract No. 6001691 referred to in the foregoing communication dated October 18, 2018 be hereby and is approved.

**OFFICE OF CONTRACTING AND  
PROCUREMENT**

October 18, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3028290      100% City Funding – To Provide Computer Refreshes for DPD – Contractor: Civitas IT, LLC. – Location: 625 Kenmoor Ave S.E., Suite 301, Grand Rapids, MI 49546 – Contract Period: Upon City Council Approval through December 30, 2018 – Total Contract Amount: \$288,440.00. **POLICE**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER** \_\_\_\_\_ **BENSON**

**RESOLVED**, that Contract No. 3028290 referred to in the foregoing communication dated October 18, 2018 be hereby and is approved.



OFFICE OF CONTRACTING AND  
PROCUREMENT

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October 18, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3026251      100% City Funding – To Provide Emergency Residential Demolition at 9849 Woodside – Contractor: Leadhead Construction – Location: 41617 Cummings Lane, Novi, MI 48337 – Contract Period: Upon City Council Approval through September 17, 2019 – Total Contract Amount: \$49,062.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER** \_\_\_\_\_ **BENSON** \_\_\_\_\_

**RESOLVED**, that Contract No. 3026251 referred to in the foregoing communication dated October 18, 2018 be hereby and is approved.

OFFICE OF CONTRACTING AND  
PROCUREMENT

October 18, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3026505      100% City Funding – To Provide Emergency Residential Demolition at 9849 Woodside – Contractor: Leadhead Construction – Location: 41617 Cummings Lane, Novi, MI 48337 – Contract Period: Upon City Council Approval through September 17, 2019 – Total Contract Amount: \$28,000.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER** \_\_\_\_\_ **BENSON**

**RESOLVED**, that Contract No. 3026505 referred to in the foregoing communication dated October 18, 2018 be hereby and is approved.

OFFICE OF CONTRACTING AND  
PROCUREMENT

October 18, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3026625      100% City Funding – To Provide Emergency Residential Demolition at 7016 Michigan – Contractor: Gayanga Co. – Location: 1420 Washington Blvd., Suite 301, Detroit, MI 48226 – Contract Period: Upon City Council Approval through October 1, 2019 – Total Contract Amount: \$64,000.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER \_\_\_\_\_ **BENSON** \_\_\_\_\_

**RESOLVED**, that Contract No. 3026625 referred to in the foregoing communication dated October 18, 2018 be hereby and is approved.

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**OFFICE OF CONTRACTING AND  
PROCUREMENT**

October 18, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3026739      100% City Funding – To Provide Emergency Residential Demolition at 19930 Andover, 20467 Keating, and 20302 Charleston – Contractor: Leadhead Construction – Location: 41617 Cummings Lane, Novi, MI 48337 – Contract Period: Upon City Council Approval through September 17, 2019 – Total Contract Amount: \$50,348.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER** \_\_\_\_\_ **BENSON**

**RESOLVED**, that Contract No. 3026739 referred to in the foregoing communication dated October 18, 2018 be hereby and is approved.

OFFICE OF CONTRACTING AND  
PROCUREMENT

October 18, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3026743      100% City Funding – To Provide Emergency Demolition for Residential Properties, Cat.2 Group 8.3.18, 13800 Tacoma, 14452 Linnhurst, 14615 Fordham, and 19815 Joann – Contractor: Gayanga Co. – Location: 1420 Washington Blvd., Suite 301, Detroit. MI 48226 – Contract Period: Upon City Council Approval through August 27, 2019 – Total Contract Amount: \$63,586.50. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER \_\_\_\_\_ **BENSON** \_\_\_\_\_

**RESOLVED**, that Contract No. 3026743 referred to in the foregoing communication dated October 18, 2018 be hereby and is approved.

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**OFFICE OF CONTRACTING AND  
PROCUREMENT**

October 18, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3027242      100% City Funding – To Provide Emergency Demolition for Cat.1, 5555 McGraw (Commercial), and Cat.1, 5933-5935 Renville (Residential) – Contractor: Smalley Construction, Inc. – Location: 1224 Locust St., Jackson, MI 49203 – Contract Period: Upon City Council Approval through September 17, 2019 – Total Contract Amount: \$251,900.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER** \_\_\_\_\_ **BENSON** \_\_\_\_\_

**RESOLVED**, that Contract No. 3027242 referred to in the foregoing communication dated October 18, 2018 be hereby and is approved.

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**OFFICE OF CONTRACTING AND  
PROCUREMENT**

October 18, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3027253      100% City Funding – To Provide Emergency Commercial Demolition at 4424 Milford, and 6563 W. Warren – Contractor: Smalley Construction, Inc. – Location: 1224 Locust St., Jackson, MI 49203 – Contract Period: Upon City Council Approval through September 17, 2019 – Total Contract Amount: \$35,250.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER** \_\_\_\_\_ **BENSON** \_\_\_\_\_

**RESOLVED**, that Contract No. 3027253 referred to in the foregoing communication dated October 18, 2018 be hereby and is approved.

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**OFFICE OF CONTRACTING AND  
PROCUREMENT**

October 18, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3027257      100% City Funding – To Provide Emergency Residential Demolition at 2736 Lawley – Contractor: Able Demolition Inc. – Location: 5675 Auburn Rd., Shelby Township, MI 48317 – Contract Period: Upon City Council Approval through September 17, 2019 – Total Contract Amount: \$11,009.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER** \_\_\_\_\_ **BENSON**

**RESOLVED**, that Contract No. 3027257 referred to in the foregoing communication dated October 18, 2018 be hereby and is approved.





**OFFICE OF CONTRACTING AND  
PROCUREMENT**

October 18, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3027373      100% City Funding – To Provide Emergency Residential Demolition for Cat.1, 5255 Lemay, 5261 Lemay, and 9703 Peter Hunt – Contractor: Able Demolition Inc. – Location: 5675 Auburn Rd., Shelby Township, MI 48317 – Contract Period: Upon City Council Approval through September 17, 2019 – Total Contract Amount: \$37,370.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER** \_\_\_\_\_ **BENSON**

**RESOLVED**, that Contract No. 3027373 referred to in the foregoing communication dated October 18, 2018 be hereby and is approved.

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**OFFICE OF CONTRACTING AND  
PROCUREMENT**

October 18, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3027458      100% City Funding – To Provide Emergency Demolition for Residential Properties Cat.1, 8789 Kimberly Ct., and 9208 Yorkshire – Contractor: Gayanga Co. – Location: 1420 Washington Blvd., Suite 301, Detroit. MI 48226 – Contract Period: Upon City Council Approval through October 1, 2019 – Total Contract Amount: \$48,375.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER** \_\_\_\_\_ **BENSON**

**RESOLVED**, that Contract No. 3027458 referred to in the foregoing communication dated October 18, 2018 be hereby and is approved.

OFFICE OF CONTRACTING AND  
PROCUREMENT

October 18, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3027461      100% City Funding – To Provide Emergency Demolition for Residential Properties Cat.1, 3833 Richton, and 5221 Chicago – Contractor: Gayanga Co. – Location: 1420 Washington Blvd., Suite 301, Detroit. MI 48226 – Contract Period: Upon City Council Approval through October 1, 2019 – Total Contract Amount: \$45,069.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER** \_\_\_\_\_ **BENSON** \_\_\_\_\_

**RESOLVED**, that Contract No. 3027461 referred to in the foregoing communication dated October 18, 2018 be hereby and is approved.

OFFICE OF CONTRACTING AND  
PROCUREMENT

October 18, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3027463      100% City Funding – To Provide Emergency Demolition for Residential Properties Cat.1, 6336 Barlum, 6342 Barlum, and 8306 Conant – Contractor: Gayanga Co. – Location: 1420 Washington Blvd., Suite 301, Detroit. MI 48226 – Contract Period: Upon City Council Approval through October 1, 2019 – Total Contract Amount: \$90,748.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER** \_\_\_\_\_ **BENSON**

**RESOLVED**, that Contract No. 3027463 referred to in the foregoing communication dated October 18, 2018 be hereby and is approved.

OFFICE OF CONTRACTING AND  
PROCUREMENT

October 18, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3027579      100% City Funding – To Provide Emergency Demolition for Residential Properties Cat.1, Buhr – Contractor: Gayanga Co. – Location: 1420 Washington Blvd., Suite 301, Detroit. MI 48226 – Contract Period: Upon City Council Approval through October 1, 2019 – Total Contract Amount: \$17,100.00.  
**HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER \_\_\_\_\_ **BENSON** \_\_\_\_\_

**RESOLVED**, that Contract No. 3027579 referred to in the foregoing communication dated October 18, 2018 be hereby and is approved.

OFFICE OF CONTRACTING AND  
PROCUREMENT

October 18, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3027922      100% City Funding – To Provide Emergency Commercial Demolition at 9802 Georgia, 8106 Traverse, and 8066 Pressler – Contractor: Smalley Construction, Inc. – Location: 1224 Locust St., Jackson, MI 49203 – Contract Period: Upon City Council Approval through October 22, 2019 – Total Contract Amount: \$39,900.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER** \_\_\_\_\_ **BENSON**

**RESOLVED**, that Contract No. 3027922 referred to in the foregoing communication dated October 18, 2018 be hereby and is approved.

**OFFICE OF CONTRACTING AND  
PROCUREMENT**

October 18, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3027923      100% City Funding – To Provide Emergency Residential Demolition at 9611 Mendota, and 11696 Littlefield – Contractor: Able Demolition Inc. – Location: 5675 Auburn Rd., Shelby Township, MI 48317 – Contract Period: Upon City Council Approval through October 18, 2019 – Total Contract Amount: \$27,371.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER** \_\_\_\_\_ **BENSON**

**RESOLVED**, that Contract No. 3027923 referred to in the foregoing communication dated October 18, 2018 be hereby and is approved.

**OFFICE OF CONTRACTING AND  
PROCUREMENT**

October 18, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3027902      100% City Funding – To Provide Emergency Residential Demolition at 13526, 13490, 13496, and 13809 Arlington, 5938 Northfield, 5951 Hazlett, 6076, 6088, and 6094 Beechwood, and 12661, and 12638 Roselawn – Contractor: Gayanga Co. – Location: 1420 Washington Blvd., Suite 301, Detroit. MI 48226 – Contract Period: Upon City Council Approval through October 22, 2019 – Total Contract Amount: \$189,963.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER** \_\_\_\_\_ **BENSON** \_\_\_\_\_

**RESOLVED**, that Contract No. 3027902 referred to in the foregoing communication dated October 18, 2018 be hereby and is approved.







**OFFICE OF CONTRACTING AND  
PROCUREMENT**

October 18, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3028356      100% City Funding – To Provide Emergency Demolition at 19170 Danbury, 19417 Danbury, 19373 Derby, and 19183 Exeter – Contractor: Gayanga Co. – Location: 1420 Washington Blvd., Suite 301, Detroit. MI 48226 – Contract Period: Upon City Council Approval through October 29, 2019 – Total Contract Amount: \$74,186.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER** \_\_\_\_\_ **BENSON**

**RESOLVED**, that Contract No. 3028356 referred to in the foregoing communication dated October 18, 2018 be hereby and is approved.

OFFICE OF CONTRACTING AND  
PROCUREMENT

October 18, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3028379      100% City Funding – To Provide Emergency Demolition at 1133, and 1051 W. Lantz, 1064 Ferrnhill, 505 W. State Fair, and 19360 Havana – Contractor: Gayanga Co. – Location: 1420 Washington Blvd., Suite 301, Detroit. MI 48226 – Contract Period: Upon City Council Approval through October 29, 2019 – Total Contract Amount: \$88,294.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER** \_\_\_\_\_ **BENSON**

**RESOLVED**, that Contract No. 3028379 referred to in the foregoing communication dated October 18, 2018 be hereby and is approved.

**OFFICE OF CONTRACTING AND  
PROCUREMENT**

October 18, 2018

HONORABLE CITY COUNCIL:

The Office of Contracting and Procurement recommends a Contract with the following firm(s) or person(s):

3028383      100% City Funding – To Provide Emergency Residential Demolition at 4427 Troester, 1663 Blaine, 9715 Holmur, and 4361 Virginia Park – Contractor: Able Demolition Inc. – Location: 5675 Auburn Rd., Shelby Township, MI 48317 – Contract Period: Upon City Council Approval through October 29, 2019 – Total Contract Amount: \$76,861.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER** \_\_\_\_\_ **BENSON**

**RESOLVED**, that Contract No. 3028383 referred to in the foregoing communication dated October 18, 2018 be hereby and is approved.





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October 12, 2018

HONORABLE CITY COUNCIL

**RE: ADDRESS: 9100 Kercheval**  
**NAME: SNL Acquisitions, LLC**  
**Date ordered removed: June 16, 2014**

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection on **October 11, 2018** revealed the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 1<sup>st</sup> deferral request for this property.**

**Therefore, it is recommended that the demolition order be deferred for a period of six months subject to the following conditions:**

1. **A permit for rehabilitation work shall be applied for within ten (10) business days from the date that notice was provided to the applicant of the City Council decision.**
2. **The owner must contact BSEED to request a progress inspection within forty-five (45) calendar days from the date of the rehabilitation permit and thereafter submit inspection reports every forty-five (45) calendar days to BSEED to demonstrate progress during the approved time frame for rehabilitation.**
3. **The building shall have all imminently hazardous conditions immediately corrected and be maintained securely barricaded until rehabilitation is complete. Rehabilitation is to be complete within six (6) months, at which time the owner will obtain one of the following from this department:**
  - **Certificate of Acceptance related to building permits**
  - **Certificate of Approval as a result of a Housing Inspection**
  - **Certificate of Inspection, required for all residential rental properties**
4. **The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).**
5. **The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.**

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been maintained and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, we may proceed with demolition without further hearings. And, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

  
David Bell  
Director

DB:bkd

cc: SNL Acquisitions LLC, 7410 LaSalle Blvd., Detroit, MI 48206  
ATTN: Norman Kirnard



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October 12, 2018

HONORABLE CITY COUNCIL

**RE: ADDRESS: 2912 Mt. Elliott**  
**NAME: William D. Atwood**  
**Date ordered removed: April 11, 2016**

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection on **October 11, 2018** revealed the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 1<sup>st</sup> deferral request for this property.**

**Therefore, it is recommended that the demolition order be deferred for a period of six months subject to the following conditions:**

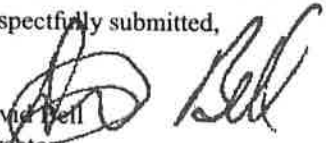
1. **A permit for rehabilitation work shall be applied for within ten (10) business days from the date that notice was provided to the applicant of the City Council decision.**
2. **The owner must contact BSEED to request a progress inspection within forty-five (45) calendar days from the date of the rehabilitation permit and thereafter submit inspection reports every forty-five (45) calendar days to BSEED to demonstrate progress during the approved time frame for rehabilitation.**
3. **The building shall have all imminently hazardous conditions immediately corrected and be maintained securely barricaded until rehabilitation is complete. Rehabilitation is to be complete within six (6) months, at which time the owner will obtain one of the following from this department:**
  - **Certificate of Acceptance related to building permits**
  - **Certificate of Approval as a result of a Housing Inspection**
  - **Certificate of Inspection, required for all residential rental properties**
4. **The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).**
5. **The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.**

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been maintained and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, we may proceed with demolition without further hearings. And, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

  
David Bell  
Director

DB:bkd

cc: William D. Atwood, 269 Edmund PL, Detroit, MI 48201



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October 11, 2018

HONORABLE CITY COUNCIL

**RE: ADDRESS: 9801 Kensington  
NAME: Marcus Rushing  
Date ordered removed: October 14, 2015**

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection on **October 9, 2018** revealed the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 1<sup>st</sup> deferral request for this property.**

**Therefore, it is recommended that the demolition order be deferred for a period of six months subject to the following conditions:**

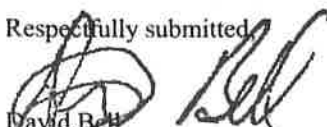
1. **A permit for rehabilitation work shall be applied for within ten (10) business days from the date that notice was provided to the applicant of the City Council decision.**
2. **The owner must contact BSEED to request a progress inspection within forty-five (45) calendar days from the date of the rehabilitation permit and thereafter submit inspection reports every forty-five (45) calendar days to BSEED to demonstrate progress during the approved time frame for rehabilitation.**
3. **The building shall have all imminently hazardous conditions immediately corrected and be maintained securely barricaded until rehabilitation is complete. Rehabilitation is to be complete within six (6) months, at which time the owner will obtain one of the following from this department:**
  - **Certificate of Acceptance related to building permits**
  - **Certificate of Approval as a result of a Housing Inspection**
  - **Certificate of Inspection, required for all residential rental properties**
4. **The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).**
5. **The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.**

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been maintained and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, we may proceed with demolition without further hearings. And, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

  
David Bell  
Director

DB:bkd

cc: Marcus Rushing, 12940 Takoma DR, Sterling Hgts., MI 48313





43

October 11, 2018

HONORABLE CITY COUNCIL

**RE: ADDRESS: 10616 Balfour  
NAME: Taylor-Made Realty, LLC  
Date ordered removed: March 30, 2015**

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection on **October 9, 2018** revealed the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 1<sup>st</sup> deferral request for this property.**

**Therefore, it is recommended that the demolition order be deferred for a period of six months subject to the following conditions:**

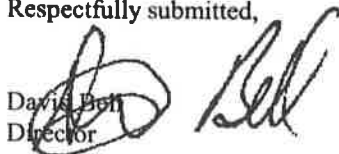
1. **A permit for rehabilitation work shall be applied for within ten (10) business days from the date that notice was provided to the applicant of the City Council decision.**
2. **The owner must contact BSEED to request a progress inspection within forty-five (45) calendar days from the date of the rehabilitation permit and thereafter submit inspection reports every forty-five (45) calendar days to BSEED to demonstrate progress during the approved time frame for rehabilitation.**
3. **The building shall have all imminently hazardous conditions immediately corrected and be maintained securely barricaded until rehabilitation is complete. Rehabilitation is to be complete within six (6) months, at which time the owner will obtain one of the following from this department:**
  - **Certificate of Acceptance related to building permits**
  - **Certificate of Approval as a result of a Housing Inspection**
  - **Certificate of Inspection, required for all residential rental properties**
4. **The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).**
5. **The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.**

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been maintained and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, we may proceed with demolition without further hearings. And, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

  
Davis Bell  
Director

DB:bkd

cc: Taylor-Made Realty LLC, 3403 Dickerson, Detroit, MI 48215  
Tamika Burnette, 5461 Forest Path CT, Stone Mountain, GA 30088



44

October 11, 2018

HONORABLE CITY COUNCIL

**RE: ADDRESS: 519 E. Philadelphia**  
**NAME: FDR Investments LLC**  
**Date ordered removed: May 7, 2013**

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection on **October 10, 2018** revealed the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 1<sup>st</sup> deferral request for this property.**

**Therefore, it is recommended that the demolition order be deferred for a period of six months subject to the following conditions:**

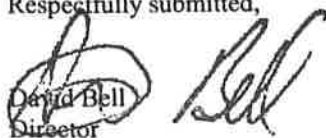
1. **A permit for rehabilitation work shall be applied for within ten (10) business days from the date that notice was provided to the applicant of the City Council decision.**
2. **The owner must contact BSEED to request a progress inspection within forty-five (45) calendar days from the date of the rehabilitation permit and thereafter submit inspection reports every forty-five (45) calendar days to BSEED to demonstrate progress during the approved time frame for rehabilitation.**
3. **The building shall have all imminently hazardous conditions immediately corrected and be maintained securely barricaded until rehabilitation is complete. Rehabilitation is to be complete within six (6) months, at which time the owner will obtain one of the following from this department:**
  - **Certificate of Acceptance related to building permits**
  - **Certificate of Approval as a result of a Housing Inspection**
  - **Certificate of Inspection, required for all residential rental properties**
4. **The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).**
5. **The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.**

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been maintained and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, we may proceed with demolition without further hearings. And, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

  
David Bell  
Director

DB:bkd

cc: FDR Investments, LLC, 2000 Town Center-19<sup>th</sup> FL, Southfield, MI 48075



45

October 11, 2018

HONORABLE CITY COUNCIL

**RE: ADDRESS: 6760 St. Mary's**  
**NAME: M & A Associet INC**  
**Date ordered removed: August 3, 2018**

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection on **October 9, 2018** revealed the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 1<sup>st</sup> deferral request for this property.**

**Therefore, it is recommended that the demolition order be deferred for a period of six months subject to the following conditions:**

1. **A permit for rehabilitation work shall be applied for within ten (10) business days from the date that notice was provided to the applicant of the City Council decision.**
2. **The owner must contact BSEED to request a progress inspection within forty-five (45) calendar days from the date of the rehabilitation permit and thereafter submit inspection reports every forty-five (45) calendar days to BSEED to demonstrate progress during the approved time frame for rehabilitation.**
3. **The building shall have all imminently hazardous conditions immediately corrected and be maintained securely barricaded until rehabilitation is complete. Rehabilitation is to be complete within six (6) months, at which time the owner will obtain one of the following from this department:**
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  - **Certificate of Approval as a result of a Housing Inspection**
  - **Certificate of Inspection, required for all residential rental properties**
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We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been maintained and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, we may proceed with demolition without further hearings. And, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,



David Bell  
Director

DB:bkd

cc: M&A Associet INC, 4225 Lois ST, Dearborn, MI 48126  
Abbas Al Dhalimi, 6530 Greenfield, Dearborn, MI 48126



44

October 11, 2018

HONORABLE CITY COUNCIL

**RE: ADDRESS: 2579 Springwell  
NAME: Lillana Villalobos  
Date ordered removed: October 1, 2010**

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection on **October 9, 2018** revealed the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 1<sup>st</sup> deferral request for this property.**

**Therefore, it is recommended that the demolition order be deferred for a period of six months subject to the following conditions:**

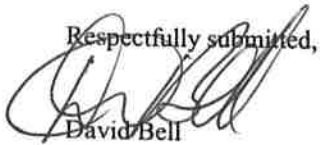
1. **A permit for rehabilitation work shall be applied for within ten (10) business days from the date that notice was provided to the applicant of the City Council decision.**
2. **The owner must contact BSEED to request a progress inspection within forty-five (45) calendar days from the date of the rehabilitation permit and thereafter submit inspection reports every forty-five (45) calendar days to BSEED to demonstrate progress during the approved time frame for rehabilitation.**
3. **The building shall have all imminently hazardous conditions immediately corrected and be maintained securely barricaded until rehabilitation is complete. Rehabilitation is to be complete within six (6) months, at which time the owner will obtain one of the following from this department:**
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  - **Certificate of Approval as a result of a Housing Inspection**
  - **Certificate of Inspection, required for all residential rental properties**
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5. **The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.**

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

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Respectfully submitted,

  
David Bell  
Director

DB:bkd

cc: Lillana Villalobos, 8052 Whitaker ST, Detroit, MI 48209



47

October 11, 2018

HONORABLE CITY COUNCIL

**RE: ADDRESS: 21161 Clarita  
NAME: Solo Bros LLC  
Date ordered removed: September 17, 2018**

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection on **October 9, 2018** revealed the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 1<sup>st</sup> deferral request for this property.**

**Therefore, it is recommended that the demolition order be deferred for a period of six months subject to the following conditions:**

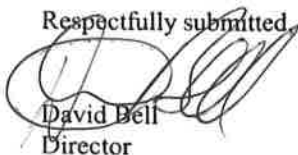
1. **A permit for rehabilitation work shall be applied for within ten (10) business days from the date that notice was provided to the applicant of the City Council decision.**
2. **The owner must contact BSEED to request a progress inspection within forty-five (45) calendar days from the date of the rehabilitation permit and thereafter submit inspection reports every forty-five (45) calendar days to BSEED to demonstrate progress during the approved time frame for rehabilitation.**
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Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,



David Bell  
Director

DB:bkd

cc: Solo Bros LLC, 21184 Sherman, Southfield, MI 48033  
ATTN: Valerie Solomon

48

David Whitaker, Esq.  
Director  
Irvin Corley, Jr.  
Executive Policy Manager  
Marcell R. Todd, Jr.  
Senior City Planner

LaKisha Barclift, Esq.  
M. Rory Bolger, PhD, AICP  
Timothy Boscarino, AICP  
Elizabeth Cabot, Esq.  
Janese Chapman  
Tasha Cowen  
Richard Drumb  
George Etheridge

# City of Detroit CITY COUNCIL

LEGISLATIVE POLICY DIVISION  
208 Coleman A. Young Municipal Center  
Detroit, Michigan 48226  
Phone: (313) 224-4946 Fax: (313) 224-4336

CITY OF DETROIT

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Analine Powers, PhD  
Sabrina Shockley  
Thomas Stephens, Esq.  
David Teeter  
Theresa Thomas  
Kathryn Lynch Underwood

TO: Detroit City Council  
FROM: David Whitaker, Director  
Legislative Policy Division Staff



DATE: October 15, 2018

RE: Report on Motorized Electric Scooters

The Legislative Policy Division (LPD) provides this report with regard to the request submitted by council President Pro-Tem Mary Sheffield on the use and regulation of electric scooters in Detroit. LPD notes that the Law Department is undertaking the drafting of an ordinance to properly regulate the use of electric scooter in Detroit. This report is to provide information which may be useful when considering the type of ordinance needed to properly regulate electric scooter use.

The City of Detroit has in the past few months been inundated with electric scooters that are being utilized by a number of people in and around the city. This phenomenon has not only impacted the city of Detroit but multiple cities across the nation. The two main providers of the electric scooters in Detroit are Bird which was founded in 2017 in Santa Monica, CA and Neutron Holdings, Inc. (DBA Lime) founded in 2017 in San Mateo, CA. Both entities have begun electric scooter operations by dropping off large numbers of the vehicles in cities across the country. The basic premise is that for a small fee (\$1 to start and \$0.15- \$0.20 cents per minute) a person can rent the vehicle. Under the Lime rental program, a person can obtain access to the vehicle by subscribing to the program using a credit/debit card or cash paid at participating payment locations. Under the Bird rental program a person can obtain access to the vehicle by providing Bird access to a valid credit/debit card.

Both entities provide a detailed rental agreement that is accessed via their respective websites which prescribes the manner in which the electric scooter is to be used. The rental agreement

includes prohibitions as well as a full assumption of risk provision on the part of the user.<sup>1</sup> The user by accepting the terms and conditions of use, grants a waiver for any injury resulting from use, in addition to indemnifying Bird (Section 15 of agreement) or Lime (Section 5 of agreement) respectively, for any claims or injuries caused by or resulting from the user to others.

LPD has found that there are a number of issues that have commonly occurred since the broad use of the electric scooters have begun. Some examples of concerns that have arisen include<sup>2</sup>:

- Children riding the electric scooters
- People riding the scooters without helmets
- People riding the scooters on sidewalks
- Scooters left abandoned in the middle of sidewalks
- Scooters left in front of building entrances and exits, and blocking handicap access ramps
- People riding additional persons on the scooters.

Additional safety issues identified which should be taken into consideration are:

- Because electric scooters are small, motorists are often unable to see them. The electric scooters and riders are easily hidden from view by other objects such as cars, or objects on or off the streets, in blind naturally occurring blind spots.
- Riders of electric scooters on the street have no barrier protection similar to motorcyclist and bicyclist. Additionally, most scooter riders do not wear helmets, even though the providers recommend them particularly for children and inexperienced operators.
- Electric scooter riders often crash as the result of hitting or swerving to avoid potholes, gravel, roadway debris, or uneven surfaces.
- Many electric scooter riders have little or no experience, the scooter can become wobbly, or lock up, especially during emergency braking or swerving.
- Electric scooters cause a hazard to pedestrians tripping on an electric scooter lying on the sidewalk or just outside a building entrance.
- Electric scooter riders are susceptible to being hit by an opening car door, a turning or backing vehicle, or a swerving car.
- Electric scooters cause a hazard to motorists swerving to avoid a scooter rider and crashes into another car.

Based upon research conducted by the National Electronic Injury Surveillance System under the Consumer Product Safety Commission, injuries for all standup scooters, (including hoverboards), for the last four years were estimated as:

- 2014: 5,700 injuries
- 2015: 15,800 injuries

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<sup>1</sup> The Bird Rental Agreement is available in multiple languages (English version attached) and includes a list of prohibited acts by riders and the requirement that all state and local laws be followed. The Lime Rental Agreement like the Bird agreement contains similar prohibitions and requirements.

<sup>2</sup> McGee, Lerer & Associates, Santa Monica CA

- 2016: 34,300 injuries
- 2017: 32,700 injuries

LPD notes that as of the date of this report there were two deaths identified as being related to riders of electric scooters. One person was struck and killed by an SUV in Washington, DC and dragged 20 yards.<sup>3</sup> In another incident a man riding an electric scooter allegedly fell off injuring his foot. After emergency medical services arrived it appears the man suffered a head injury, was hospitalized and died from the injuries.<sup>4</sup>

In an attempt to regulate the use of electric scooters in Michigan, the State has passed legislation addressing the matter. The Michigan Motor Vehicle Code defines the electric scooter under MCL 257.13f. "Electric skateboard" defined.

"Electric skateboard" means a wheeled device that has a floorboard designed to be stood upon when riding that is no more than 60 inches long and 18 inches wide, is designed to transport only 1 person at a time, has an electrical propulsion system with power of no more than 2,500 watts, and has a maximum speed on a paved level surface of not more than 25 miles per hour. An electric skateboard may, in addition to having an electrical propulsion system with power of no more than 2,500 watts, be designed to also be powered by human propulsion.

Those who operate an electric skateboard (as defined by law) must comply with several recently passed state laws. MCL 257.658(3), (4) and (9) provide in pertinent parts:

- (3) An electric personal assistive mobility device or an electric skateboard shall not be used to carry more than 1 person at a time.
- (4) A person less than 19 years of age operating an electric skateboard shall wear a crash helmet on his or her head.
- (9) A person under the age of 12 shall not operate an electric skateboard on a public highway or street.

Pursuant to the legislation, a person operating a Bird or Lime electric scooter must ride, one person at a time. If under the age of 19, the operator must wear a crash helmet, and if under the age of 12, cannot operate the vehicle on a public highway or street. Additional state provisions regulating the use of electric skateboards are under MCL 257.660 and provide in pertinent part:

- (1) A person operating an electric personal assistive mobility device, low-speed vehicle, electric skateboard, or moped upon a roadway shall ride as near to the right side of the roadway as practicable and shall exercise due care when passing a standing vehicle or one proceeding in the same direction.
- (2) A person riding an electric personal assistive mobility device, motorcycle, electric skateboard, or moped upon a roadway shall not ride more than 2 abreast

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<sup>3</sup> U.S. News September 25, 2018.

<sup>4</sup> CBSDFW.COM September 3, 2018.



except on a path or part of a roadway set aside for the exclusive use of those vehicles.

(3) Where a usable and designated path for bicycles is provided adjacent to a highway or street, a person operating an electric personal assistive mobility device or electric skateboard may, by local ordinance, be required to use that path.

(4) A person operating a motorcycle, moped, low-speed vehicle, electric personal assistive mobility device, or electric skateboard shall not pass between lines of traffic, but may pass on the left of traffic moving in his or her direction in the case of a 2-way street or on the left or right of traffic in the case of a 1-way street, in an unoccupied lane.

(5) A person operating an electric personal assistive mobility device or electric skateboard on a sidewalk constructed for the use of pedestrians shall yield the right-of-way to a pedestrian and shall give an audible signal before overtaking and passing the pedestrian.

(10) An electric skateboard shall be operated at a speed of not more than 25 miles per hour and shall not be operated on a highway or street with a speed limit of more than 25 miles per hour except to cross that highway or street.

In furtherance of regulating electric skateboards, state law allows municipalities such as the City of Detroit to provide additional regulations to promote the public health, safety and general welfare of its citizens by ordinance under Section 257.660(11):

The governing body of a county, a city...may, by ordinance based on the health, safety, and welfare of the citizens, regulate the operation of electric personal assistive mobility devices, electric skateboards, or commercial quadricycles on sidewalks, highways or streets, or crosswalks... may prohibit the operation of electric personal assistive mobility devices, electric skateboards or commercial quadricycles in an area open to pedestrian traffic adjacent to a waterfront or on a trail under its jurisdiction or in a downtown or central business district. Signs indicating the regulation shall be conspicuously posted in the area where the use of an electric personal assistive mobility device, electric skateboard, or commercial quadricycle is regulated.

The statute also allows the city to prohibit the use of electric skateboards in a historic district. The State also requires electric Skateboards to have “be equipped with a lamp on the front that emits a white light visible from a distance of at least 500 feet to the front and with a red reflector on the rear that shall be visible from all distances from 100 feet to 600 feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle” under MCL 257.662(1).

In acknowledging that the state allows the City to regulate electric scooters by ordinance, LPD believes the proposed ordinance should provide a provision requiring Bird or Lime rental agreements entered into by consumers in Detroit, contain the operating requirements set by Michigan law. LPD hopes this information will be of assistance to this Honorable Body and the Law Department in crafting an appropriate ordinance regulating electric scooters in Detroit.

# Bird

Dockless Scooter-Share Company

## Rental Agreement

[Cliquez ici pour l'accord français](#)

[כאן לחצו אנא בעברית הגרסה עבור](#)

[Klicken Sie hier für die österreichische Vereinbarung](#)

[Cliquez ici pour l'accord Belgique](#)

[haga clic aquí para la acuerdo Mexicano](#)

[Klik hier voor de Overeenkomst in het Nederlands voor België.](#)

## Bird Rental Agreement, Waiver of Liability and Release

*Effective Date: August 1, 2018*

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICE.

In consideration of Your use of any of the Bird Services (defined below) provided by Bird Rides, Inc. d/b/a Bird ("Bird"), Bird requires that You ("Rider," "You," or "Your") (acting for all of Rider's family, heirs, agents, affiliates, representatives, successors, and assigns) agree to all terms and conditions in this Bird Rental Agreement, Waiver of Liability, and Release ("Agreement").

The services provided by Bird include (1) ~~Bird mobile application~~ and related website, (2) Bird Electric Vehicles ("Vehicle" or "Vehicles"), (3) discretionary charging of the Vehicle by Rider per Section 1.15 below, and (4) all other related equipment, personnel, services, applications, websites, and information provided or made available by Bird (collectively, the "Bird Services").

In addition to the Terms of Service, located at <https://www.bird.co/terms>, You expressly agreed to when you signed up for Bird, You should CAREFULLY READ all terms and conditions before entering into this Agreement, but here is a partial list of some of the terms that Bird wants to bring to Your initial attention in the event You are on a smartphone or other device with a small screen. Capitalized terms have the meanings given to them where defined in this Agreement.

- **THIS AGREEMENT CONTAINS RELEASES, DISCLAIMERS, AND ASSUMPTION-OF-RISK PROVISIONS AND A BINDING ARBITRATION AGREEMENT THAT LIMIT YOUR LEGAL RIGHTS AND REMEDIES. FOR MORE DETAILS, PLEASE REFER TO SECTIONS 9 AND 15 BELOW**
- The Vehicle must be locked at the conclusion of the ride. If the Vehicle is not locked, the trip will continue and You will continue to be charged. The max charge for a single trip is \$100 for 24 hours. For more details, please refer to Section 2.3 below.

- Upon conclusion of Your ride, the Vehicle must be parked at a lawful parking spot, i.e. the Vehicle cannot be parked on private property or in a locked area or in any other non-public space.
- All applicable laws (including, without limitation, those applicable to traffic, pedestrians, parking, charging and electric Vehicles) must be obeyed, including any helmet laws in Your area.
- You must promptly report any damaged or malfunctioning Vehicles to Bird via the Bird mobile application (the "Bird App") or via e-mail.

Bird expressly agrees to let, and the Rider expressly agrees to take on, rental of the Vehicle subject to the terms and conditions set out herein. Unless otherwise indicated, all monetary values set forth in this Agreement shall be deemed to be denominated in U.S. dollars.

## **1. GENERAL RENTAL AND USE OF VEHICLE.**

**1.1 Rider is Sole User.** Bird and the Rider are the only parties to this Agreement. The Rider is the sole renter and is solely responsible for compliance with all terms and conditions contained herein. You understand that when You activate a Vehicle from the location, the Vehicle must be used only by You. You must not allow others to use a Vehicle that You have activated from the location.

**1.2 Rider is At Least 18 Years Old.** Rider represents and certifies that Rider is at least 18 years old.

**1.3 Rider is a Competent Vehicle Operator.** Rider represents and certifies that he/she is familiar with the operation of the Vehicle, and is reasonably competent and physically fit to ride the Vehicle. You can find materials provided by the Vehicle manufacturers [here](#). This information may be updated periodically. By choosing to ride a Vehicle, Rider assumes all responsibilities and risks for any injuries or medical conditions. You are responsible for determining whether conditions, including, without limitation, rain, fog, snow, hail, ice, heat or electrical storms, make it dangerous to operate a Vehicle. You are advised to adjust Your riding behavior and braking distance to suit the weather, visibility, surrounding environment, and traffic conditions.

**1.4 Vehicle is the Exclusive Property of Bird.** Rider agrees that the Vehicle and any Bird equipment attached thereto, at all times, remain the exclusive property of Bird. You must not dismantle, write on, or otherwise modify, repair or deface a Vehicle, any part of a Vehicle, or other Bird equipment in any way. You must not write on, peel, or otherwise modify or deface any sticker on a Vehicle in any way. You must not use a Vehicle, or other Bird equipment, for any advertising or other commercial purpose without the express written permission of Bird.

**1.5 Vehicle Operating Hours and Vehicle Availability.** Rider agrees and acknowledges that the Vehicles are not available 24 hours a day, 7 days/week, 365 days per year. Vehicles must be rented within the maximum rental time limits set forth below. The number of Vehicles are limited and Vehicle availability is never guaranteed.

**1.6 Vehicle May be Used and/or Operated only in Metropolitan Areas.** Rider agrees to only use, operate, and/or ride the Vehicle in metropolitan areas.

**1.7 Rider Must Follow Laws Regarding Use and/or Operation of Vehicle.** Rider agrees to follow all laws pertaining to the use, riding, parking, charging, and/or operation of the Vehicle, including all state and

local laws and the rules and regulations pertaining to Vehicles in the area where You are operating the Vehicle, including any helmet laws. Rider also agrees to act with courtesy and respect toward others while using the Bird Services.

**1.8 Prohibited Acts.** Rider agrees to the following:

- Bird recommends against operation of a Vehicle while carrying or holding a briefcase, backpack, bag, or other item that can alter balance or impair safe operation of the Vehicle. If You choose to use such an item, Bird recommends that You ensure the item fits snugly to Your body and does not impede Your ability to operate the Vehicle safely.
- You must not place heavy objects on the handlebar of the Vehicle, such as heavy backpacks or bags.
- While riding a Vehicle, You must not use any cellular telephone, text messaging device, portable music player, or other device that may distract You from operating the Vehicle safely.
- You must not operate a Vehicle while under the influence of any alcohol, drugs, medication, or other substance that may impair Your ability to operate a Vehicle safely.
- You must not carry a second person or child on a Vehicle.
- You may only use locking mechanisms provided by Bird. You may not add another lock to the Vehicle or lock a Vehicle to anything.
- The Vehicle must be parked at a lawful parking spot, in an upright position using the kickstand. The Vehicle cannot be parked on unauthorized private property, in a locked area, or in any other unapproved non-public space. You should not park the Vehicle in heavily trafficked areas if the Vehicle is in danger of being knocked down.
- The Vehicle must be parked in a space that is visible.

~~**1.9 Vehicle is Intended for Only Limited Types of Use.** Rider agrees that he/she will not use the Vehicle for racing, mountain riding, or stunt or trick riding. Rider agrees that he/she will not operate and/or use the Vehicle on unpaved roads, through water (beyond normal urban riding), or in any location that is prohibited, illegal, and/or a nuisance to others. Rider agrees that he/she will not use the Vehicle for hire or reward, nor use it in violation of any law, ordinance or regulation.~~

**1.10 Weight and Cargo Limits.** You must not exceed the maximum weight limit for the Vehicle (200 pounds).

**1.11 No Tampering.** You must not tamper with, attempt to gain unauthorized access to, or otherwise use the Bird Services other than as specified in this Agreement.

**1.12 Reporting of Damage or Crashes.** Rider must report any accident, crash, damage, personal injury, or stolen or lost Vehicle to Bird as soon as possible. If a crash involves personal injury, property damage, or a stolen Vehicle, Rider shall file a report with the local police department within 24 hours. **Rider agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Vehicle.**

- **YOUR AUTOMOTIVE INSURANCE POLICIES MAY NOT PROVIDE COVERAGE FOR ACCIDENTS INVOLVING OR DAMAGE TO THIS VEHICLE. TO DETERMINE IF COVERAGE IS PROVIDED, YOU SHOULD CONTACT YOUR AUTOMOTIVE INSURANCE COMPANY OR AGENT**

**1.13 Rider Responsibility for Vehicle Use and Damage.** Rider agrees to return the Vehicle to Bird in the same condition in which it was rented. Rider will not be responsible for normal wear and tear.

**1.14 Electric Vehicle.** The Vehicle is an electric Vehicle that requires periodic charging of its battery in order to operate. Rider agrees to use and operate the Vehicle safely and prudently in light of the Vehicle being an electric Vehicle and all of the limitations and requirements associated therewith. Rider understands and agrees with each of the following:

- The level of charge power remaining in the Vehicle will decrease with use of the Vehicle (over both time and distance), and that as the level of charge power of the Vehicle decreases, the speed and other operational capabilities of the Vehicle may decrease (or cease in their entirety).
- The level of charging power in the Vehicle at the time Rider initiates the rental or operation of the Vehicle is not guaranteed and will vary with each rental use.
- The rate of loss of charging power during the use of the Vehicle is not guaranteed and will vary based on the Vehicle, road conditions, weather conditions, and other factors.
- It is Rider's responsibility to check the level of charge power in the Vehicle and to ensure that it is adequate before initiating operation of the Vehicle.
- The distance and/or time that Rider may operate the Vehicle before it loses charging power is never guaranteed.
- The Vehicle may run out of charging power and cease to operate at any time during Rider's rental of the Vehicle, including before reaching Rider's desired destination.

**1.15 Charging of Vehicle.** If the Vehicle runs out of charging power during a rental, Rider shall conclude the ride in compliance with all terms of this Agreement. Alternatively, in Rider's sole discretion, Rider may charge the Vehicle only by plugging a proper manufacturer-approved charging cord into an outlet that may be lawfully used for such purpose. Rider agrees to follow all laws and rules pertaining to the charging of the Vehicle, including all state and local laws and all public and private rules and regulations pertaining to the area and to the property where Rider is charging the Vehicle. Rider agrees that he/she is responsible for all costs, charges, fees, expenses, penalties, and fines associated with the charging of the Vehicle, and that Bird will not reimburse Rider for such.

Consistent with Section 1.15, Rider agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, property or fire or other damages, injuries, costs, and expenses, penalties, attorney's fees, judgments, suits, or disbursements of any kind or nature whatsoever related to charging of the Vehicle. By choosing to charge a Vehicle, Rider assumes full and complete responsibility for all related risks, dangers, and hazards, and Rider agrees that Bird and all other Released Persons (defined below in Section 15) are not responsible for any injury, damage, or cost caused by Rider with respect to any person or property, including the Vehicle itself, directly or indirectly related to the charging of the Vehicle.

## 2. PAYMENT AND FEES.

**2.1 Fees.** Rider may use the Vehicle on a pay per ride basis or as otherwise in accordance with the pricing described in the Bird mobile application. In each case, fees and other charges may be subject to applicable taxes and other local government charges, which may be charged and collected by Bird. Bird will charge the Rider (through credit, or debit card or through another agreed payment method) the amount of the fees as described in this Agreement.

**2.2 Promo Codes.** Promo codes (discounts) are one-time offers and can be redeemed only via the Bird App. Bird reserves the right to modify or cancel discounts at any time. Discounts are limited to one per customer and account and may not be combined with other offers. Discounts are non-transferable and may not be resold.

**2.3 Maximum Rental Time and Charges.** Maximum rental time is 24 hours. Rider agrees that Rider will deactivate the Vehicle rental within 24 hours of renting a Vehicle. Rider may then rent again. Rider agrees that he/she is solely responsible for being aware of any elapsed time related to the timely locking of the Vehicle. The maximum day charge is \$100 and is based on a calendar day. After return of the Vehicle, Rider will be charged the accumulated rental charges, or the maximum day charge, whichever is less. Vehicles not returned (locked and a ride concluded) within 48 hours will be considered lost or stolen, and Rider may be charged up to \$500 and a police report may be filed. Bird may also charge a service fee of \$25 for rentals in excess of 24 hours where the Vehicle is not lost or stolen.

**2.4 Valid Credit Card or Debit Card.** To be registered to use the Bird Services, Rider must provide Bird with a valid credit or debit card number and expiration date. Rider represents and warrants to Bird that Rider is authorized to use any credit or debit card Rider furnishes to Bird. Rider authorizes Bird to charge the card for all fees incurred by Rider. All fees are subject to applicable sales taxes and other local government charges, which may be charged and collected by Bird. If Rider disputes any charge on Rider's credit or debit card account, then Rider must contact Bird within 10 business days from the end of the month with the disputed charge, and provide to Bird all trip information that is necessary to identify the disputed charge, such as the date of the trip and the approximate starting and ending times of the ride associated with the disputed charge. Rider agrees to immediately inform Bird of all changes relating to the card.

**2.5 Pick Up Fees.** If You are unable to return a Vehicle to a valid area (i.e. You deactivate the Vehicle on private property, a locked community, or another unreachable area), and request that the Vehicle be picked up by Bird staff, Bird, at its sole discretion, may choose to charge You a pick-up fee up to \$120. If any Vehicle accessed under Your account is abandoned without notice, You will be responsible for all trip fees until the Vehicle is recovered and deactivated, plus a service charge (currently \$120.00) to recover the Vehicle. Fees are subject to change.

## 3. ADDITIONAL TERMS OF USE.

**3.1 Safety Check.** Before each use of a Vehicle, Rider shall conduct a basic safety inspection of the Vehicle, which includes inspecting the following: (i) trueness of the wheels; (ii) safe operation of all brakes and lights; (iii) good condition of the frame; (iv) sufficient battery charge power; and (iv) any sign of damage, unusual or excessive wear, or other open and obvious mechanical problem/maintenance

need. Rider agrees not to ride the Vehicle if there are any noticeable issues, and to immediately notify customer service to alert Bird of any problems.

**3.2 Lost or Stolen Vehicle.** A Vehicle may be deemed lost or stolen if (a) the Vehicle is not returned within 24 consecutive hours, (b) the Vehicle's GPS unit is disabled, (c) the Vehicle is parked on unauthorized private property, in a locked area, or in any other non-public space for more than ten minutes after a ride ends, (d) the Vehicle moves more than thirty feet after a rental has ended and Bird believes such movement was not caused by another Rider or authorized third party, or (e) other facts and circumstances that suggest to Bird in its reasonable, good faith determination that a Vehicle has been lost or stolen. Bird and You agree that the last Rider of a Vehicle shall be responsible for a lost or stolen Vehicle unless facts and circumstances suggest otherwise to Bird in its reasonable, good faith determination. If Bird deems a Vehicle lost or stolen, Bird shall have the authority to take any and all actions it deems appropriate (with respect to the last Rider of a Vehicle or otherwise), including (without limitation) obtaining restitution and other appropriate compensation and damages and filing a police report with local authorities. Rider agrees the data generated by Bird's computer is conclusive evidence of the period of use of a Vehicle by a Rider. Rider agrees to report Vehicle disappearance or theft to Bird immediately or as soon as possible.

**3.3 Helmets; Safety.** Bird recommends that all Riders wear a Snell, CPSC, ANSI or ASTM approved helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions. **Bird and all other Released Persons (defined below in Section 15) do not represent or warrant the quality or safety characteristics of any helmet, and Rider agrees that none of the Released Persons is liable for any injury suffered by Rider while using any of the Bird Services, whether or not Rider is wearing a helmet at the time of injury. Rider assumes all risk of not wearing a helmet or other protective gear.** Rider may need to take additional safety measures or precautions not specifically addressed in this Agreement.

**3.4 Vehicle Routes.** Rider agrees that Bird does not provide or maintain places to ride Vehicles, and that Bird does not guarantee that there will always be a safe place to ride a Vehicle. Roads, sidewalks, vehicle lanes, and vehicle routes may become dangerous due to weather, traffic, or other hazards.

**3.5 Limitations on Vehicle Rental.** Rider agrees that Bird is not a common carrier. Alternative means of public and private transportation are available to the general public and to Rider individually, including public buses and rail service, taxis, and pedestrian paths. Bird provides Vehicles only as a convenience, and such rental availability is intended to be used only by those persons who are able and qualified to operate a Vehicle on their own and who have agreed to all terms and conditions of this Agreement.

**3.6 Limitations on Availability of Bird Services.** Bird makes every effort to provide Bird Services 365 days per year, but does not guarantee that Bird Services will be available at all times, as unforeseen events or other circumstances might prevent Bird from providing the Bird Services. Access to Bird Services is also conditioned on the availability of Vehicles. Bird does not represent or warrant the availability of any of Bird Services or the availability of any Vehicle at any time. Rider agrees that Bird may require Rider to return a Vehicle at any time.

#### **4. TERMINATION.**

**4.1 Termination by Bird.** At any time and from time to time, and without Rider's consent, Bird may unilaterally terminate Rider's right to use the Bird Services, in Bird's sole discretion and without any notice or cause. Rider may terminate Rider's use of the Bird Services at any time; provided, however, that (i) no refund will be provided by Bird, (ii) the term of this Agreement continues in accordance with this Agreement, and (iii) Rider may still be charged any applicable additional fees in accordance with this Agreement. This Agreement remains in full force and effect, in accordance with its terms and conditions, after any termination of Rider's right to use any of the Bird Services, regardless of how the Agreement is terminated.

**5.1 Confidentiality of Information; Privacy Policies.** You understand and agree that all personal information that is held by Bird and pertains to Riders, including all names, addresses, phone numbers, email addresses, passwords, payment information, and other information will be kept by Bird in accordance with its privacy policy located at <http://www.bird.co/privacy/>

**6. License to Image and Likeness.** For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, You do hereby knowingly, voluntarily, and irrevocably: (1) give Your full and unconditional consent to Bird and its affiliates, successors, and assigns to use at any time and from time to time, without any restriction, Your appearance and voice in photographs, videos, and other recordings related to Your use of the Bird Services, on all websites and for all press, promotional, advertising, publicity, and other commercial purposes, including all formats and media, whether now known or hereafter devised, throughout the world and in perpetuity; (2) grant to Bird and its affiliates, successors, and assigns (a) the right to photograph, videotape, and otherwise record Your appearance and voice related to Your use of the Bird Services, at any time and from time to time, (b) all rights, copyrights, title, and interests in the results of such photographs, videos, and other recordings, as a work for hire for copyright purposes, and (c) the right to use, reproduce, exhibit, distribute, transmit, alter, and exploit, at any time and from time to time and as Bird may decide in its sole discretion, such photographs, videos, and other recordings, or any component thereof, and all related merchandising, promotions, advertising, and publicity; and (3) **waive, release, and discharge all Released Persons from all Claims (defined below in Section 15) that You have or may have for any libel, defamation, invasion of privacy, right of publicity, infringement of copyright, or violation of any right granted by You in this paragraph.**

**7. Notice.** Bird may be contacted by emailing [hello@bird.co](mailto:hello@bird.co) or by mail at 406 Broadway #369, Santa Monica, CA 90401

**8. Choice of Law; Dispute Resolution.** This Agreement is governed by, and must be construed and enforced in accordance with, the laws of the State of California, excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts of the State of California and agrees that those courts have personal jurisdiction over each party; (iii) venue must be in Los Angeles, California.

#### **9. Binding Arbitration and Class Action Waiver**

PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.



### **9.1 Initial Dispute Resolution**

Rider Support is available via the app to address any concerns you may have regarding your use of a Vehicle and/or this Agreement. The parties shall use their best efforts through this support process to settle any dispute, claim, question, or disagreement and engage in good faith negotiations which shall be a condition to either party initiating mediation, arbitration, or a lawsuit.

### **9.2 Binding Arbitration**

If the parties do not reach an agreed upon solution through the support process, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to use and rental of a Vehicle, this Agreement, and the parties' relationship with each other shall be finally settled by binding arbitration administered by JAMS, or alternatively a mutually agreed upon arbitrator or arbitration service, under the applicable commercial arbitration rules for JAMS or the mutually agreed upon arbitration service, excluding any rules or procedures governing or permitting class actions.

The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Bird will pay the additional cost. The arbitration rules also permit you to recover attorney's fees in certain cases. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

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### **9.3 Location**

The arbitration will take place in Los Angeles, California or a mutually agreed upon location.

### **9.4 Class Action Waiver**

The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND BIRD AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

### **9.5 Litigation of Intellectual Property and Small Claims Court Claims**

Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

#### **9.6 Right to Opt Out**

You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the following address: Bird Rides, Inc., 406 Broadway, #369, Santa Monica, California 90401. The notice must be sent within 30 days of the effective date or your first use of the Service, whichever is later, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, Bird also will not be bound by them.

#### **9.7 Changes to this Section**

Bird will provide prior written notice of any changes to this section. Changes will become effective only after prior written notice and will apply prospectively only to any claims arising after the notice period.

For any dispute not subject to arbitration you and Bird agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in Los Angeles, California. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

**10. Waiver and Severability.** No waiver of any breach of any provision of this Agreement is a waiver of any other breach or of any other provision of this Agreement. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

**11. Cumulative Remedies.** All rights and remedies granted under or referred to in this Agreement are cumulative and nonexclusive, and resort to one does not preclude the availability or applicability of another or to any other right or remedy provided by law.

**12. Final Agreement; Modification by Bird.** This Agreement contains the complete, final, and exclusive integrated agreement between the parties with respect to its subject matter. This Agreement supersedes all other prior agreements, written or oral, relating to such subject matter. At any time and from time to time, and without Rider's consent, Bird may unilaterally amend, modify, or change this Agreement, in its sole discretion. By continuing to use any of the Bird Services after any amendment, modification, or change, Rider has agreed to be bound by all such amendments, modifications, and changes. Rider must carefully review this Agreement on a regular basis to maintain awareness of all amendments, modifications, and changes. Whenever a change is made to this Agreement, Bird will post a notification on the Website. The pricing set forth on the Website supersedes all pricing set forth in this Agreement.

**13. Contract Interpretation.** The headings in this Agreement do not affect the interpretation of this Agreement. "Or" is not to be exclusive in its meaning. "Including" means "including, but not limited to."

Unless the context otherwise requires, words in the singular number or in the plural number shall each include the singular number or the plural number. All pronouns include the masculine, feminine, and neuter pronoun forms.

**14. Voluntary Execution of this Agreement.** This Agreement is entered into voluntarily, with consideration, and without any duress or undue influence on the part or behalf of Bird. Rider acknowledges that he/she (a) has read this Agreement; (b) understands the terms and consequences of this Agreement, including the releases it contains; and (c) is fully aware of the legal and binding effect of this Agreement.

**15. RELEASES; DISCLAIMERS; ASSUMPTION OF RISK.**

In exchange for Rider being allowed to use Bird Services, Vehicles, and other equipment or related information provided by Bird, Rider agrees to fully release, indemnify, and hold harmless Bird and all of its owners, managers, affiliates, employees, contractors, officers, directors, shareholders, agents, representatives, successors, assigns, and to the fullest extent permitted by law any Municipality (including its elected and appointed officials, officers, employees, agents, contractors, and volunteers) with which the operators have contracted with to provide Bird Services, and every sponsor of any of the Bird Services and all of the sponsor's owners, managers, affiliates, employees, contractors, officers, directors, shareholders, agents, representatives, successors, and assigns (collectively, the "Released Persons") from liability for all "Claims" arising out of or in any way related to Rider's use of the Bird Services, Vehicles, or related equipment, including, but not limited to, those Claims based on Released Persons' alleged negligence, breach of contract, and/or breach of express or implied warranty, except for Claims based on Released Persons' gross negligence or willful misconduct. Such releases are intended to be general and complete releases of all Claims.

"Claims" means, collectively, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorney's fees, whether incurred at trial, on appeal, or otherwise), damages (including but not limited to, for personal injury, wrongful death, property damage, and injury to rider or to third parties, consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent) that arise from or relate to (a) any of the Bird Services, including any of the Vehicles, placement, equipment, maintenance, related information, this agreement or (b) Rider's use of any of the foregoing.

To the fullest extent permitted by law, and as to Rider's use of any of the Bird Services, Vehicles, or related equipment, Bird and all other Released Persons disclaim all express and implied warranties, including warranties of merchantability and fitness for a particular purpose. All of the Bird Services, Vehicles, and related equipment are provided "as is" and "as available," and Rider relies on them at Rider's own risk.

Rider is aware that Rider's use of any of the Bird Services, Vehicles, and related equipment involves obvious and not-so-obvious risks, dangers, and hazards that may result in injury or death to Rider or

others and damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. Risks, dangers, and hazards, include, but are not limited to:

- vehicles and other objects;
- pedestrians;
- traffic;
- Vehicle or component malfunction;
- road conditions;
- weather conditions;
- failure to follow applicable laws regarding use and/or operation of the Vehicle pursuant to Section 1.7;
- commission of any of the prohibited acts listed in Section 1.8;
- failure to perform the required safety check pursuant to Section 3.1;
- failure to wear a helmet where required by law; and
- negligent acts or omissions by Bird, any other Released Person, Rider, or third party.

Rider is solely and fully responsible for the safe operation of Vehicle at all times. Rider agrees that Vehicles are machines that may malfunction, even if the Vehicle is properly maintained and that such malfunction may cause injury. Rider assumes full and complete responsibility for all related risks, dangers, and hazards.

To the fullest extent permitted by law, this release and hold harmless agreement includes any and all Claims related to or arising from the sole or partial negligence of Bird, the Released Parties, any Municipality or any other party. Rider hereby expressly waives any claims against the Released Parties, any Municipality or any other party which Rider does not know or suspect to exist in his or her favor at the time of use of Bird Services, and expressly waives Rider's rights under any statutes that purport to preserve Rider's unknown claims.

#### **RIDER ACCEPTANCE OF AGREEMENT**

I certify that I have read and expressly agree to the terms and conditions of Section 15 Releases; Disclaimers; Assumption of Risk, and I acknowledge that this section limits my legal rights and remedies. I intend my assent to this Agreement to be a complete and unconditional release of all liability to the greatest extent permitted by law. I represent and certify that I am familiar with the operation of the Vehicle, and am reasonably competent and physically fit to ride the Vehicle.

I certify that I am the Rider, I am 18 years old or over, I will wear a helmet where required by law, I will not ride a Bird with another occupant, I will obey all traffic laws, I will ride at my own risk, and I have read and expressly agree to the terms and conditions set forth in this Agreement.



CITY OF DETROIT  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVENUE, SUITE 1026  
DETROIT, MICHIGAN 48226  
PHONE: 313 • 628-2158  
FAX: 313 • 224 • 0542  
WWW.DETROITMI.GOV

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September 24, 2018

The Honorable Detroit City Council  
**ATTN: City Clerk Office**  
200 Coleman A. Young Municipal Center  
Detroit MI 48226

**RE: Request to Accept and Appropriate the FY 2017 First Responders:  
Comprehensive Addiction and Recovery Act Grant**

The Substance Abuse and Mental Health Services Administration (SAMHSA), has awarded the City of Detroit Health Department with the FY 2017 First Responders: Comprehensive Addiction and Recovery Act Grant for a total of \$998,441.00. There is no match requirement for this program. The budget period is 09/30/2018 through 09/29/2020.

The objective of the grant is to train first responders and key community sectors to provide and administer naloxone for emergency treatment. The funding allotted to the department will also be utilized to establish processes, protocols, and mechanisms for referral to appropriate treatment and recovery community services. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 20558.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs  
Director, Office of Development and Grants

CC:  
Katerli Bounds, Deputy Director, Grants  
Sajjiah Parker, Assistant Director, Grants



**RESOLUTION**

**Council Member** \_\_\_\_\_

**WHEREAS**, the Health Department is requesting authorization to accept a grant of reimbursement from the Substance Abuse and Mental Health Services Administration (SAMHSA), in the amount of \$998,441.00 to train first responders and key community sectors to provide and administer naloxone for emergency treatment, and to establish processes, protocols, and mechanisms for referral to treatment and recovery community services; now

**THEREFORE, BE IT RESOLVED** that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

**BE IT FURTHER RESOLVED**, that the Budget Director is authorized to establish Appropriation number 20558 in the amount of \$998,441.00, from the Substance Abuse and Mental Health Services Administration for the FY 2017 First Responders: Comprehensive Addiction and Recovery Act Grant.



Notice of Award

Issue Date: 09/19/2018

First Responders  
Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration

Center for Substance Abuse Prevention

Grant Number: 1H79SP080337-01  
FAIN: H79SP080337  
Program Director: Kanzoni Asabigi

Project Title: Detroit Community Opioid Response Initiative (DCORI)

Grantee Address	Business Address
DETROIT HEALTH DEPARTMENT Detroit Health Department 3245 E. Jefferson, Suite 1000 Detroit, MI 48207	Dr. Khaldun, Joneigh Detroit Health Department 3245 E. Jefferson Detroit, MI 48207

Budget Period: 09/30/2018 – 09/29/2020  
Project Period: 09/30/2018 – 09/29/2022

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$998,441 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to DETROIT HEALTH DEPARTMENT in support of the above referenced project. This award is pursuant to the authority of Section 546 of the Public Health and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at [www.samhsa.gov](http://www.samhsa.gov) (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,  
Eileen Bermudez  
Grants Management Officer  
Division of Grants Management

See additional information below

**SECTION I – AWARD DATA – 1H79SP080337-01**

<u>Award Calculation (U.S. Dollars)</u>	
Salaries and Wages	\$126,600
Fringe Benefits	\$43,292
Personnel Costs (Subtotal)	\$169,892
Other	\$828,549
Direct Cost	\$998,441
Approved Budget	\$998,441
Federal Share	\$998,441
Cumulative Prior Awards for this Budget Period	\$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$998,441

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$998,441
2	\$495,876
3	\$497,104

\*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number: 93.243  
 EIN: 1386004606B4  
 Document Number: 17SP80337A  
 Fiscal Year: 2018

IC	CAN	Amount
SP	C96V125	\$998,441

IC	CAN	2018	2020	2021
SP	C96V125	\$998,441	\$495,876	\$497,104

SP Administrative Data:

PCC: FR-CARA / OC: 4145

**SECTION II – PAYMENT/HOTLINE INFORMATION – 1H79SP080337-01**

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.







CITY OF DETROIT  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
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DETROIT, MICHIGAN 48226  
PHONE: 313 • 628-2158  
FAX: 313 • 224 • 0542  
WWW.DETROITMI.GOV

September 20, 2018

The Honorable Detroit City Council  
**ATTN: City Clerk Office**  
200 Coleman A. Young Municipal Center  
Detroit MI 48226

**RE: Request to accept an increase in appropriation for the FY 2018 HIV  
Emergency Relief Grant**

The U.S. Department of Health and Human Services, Health Resource and Services Administration (HRSA), has awarded an increase in appropriation to the City of Detroit Health Department for the FY 2018 HIV Emergency Relief Grant, in the amount of \$412,461.00. There is no match requirement for this program. This funding will increase appropriation 20371, previously approved in the amount of \$9,588,538.00, by council on June 19, 2018, to a total of \$10,000,999.00.

The FY 2018 HIV Emergency Relief Grant is a reimbursement grant. The objective of the grant is to provide a comprehensive system of care that includes primary medical care and essential support services for people living with HIV who are uninsured or underinsured. This additional funding will enable the department to continue to provide services under this grant.

I respectfully ask your approval to accept the increase in appropriation funding in accordance with the attached resolution.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ryan Friedrichs', written over a horizontal line.

Ryan Friedrichs  
Director, Office of Development and Grants

CC:  
Katerli Bounds, Deputy Director, Grants  
Sajjiah Parker, Assistant Director, Grants

**RESOLUTION**

**Council Member** \_\_\_\_\_

**WHEREAS**, the Detroit Health Department is requesting authorization to accept an increase for the FY 2018 HIV Emergency Relief Grant, from The U.S. Department of Health and Human Services, Health Resource and Services Administration (HRSA), in the amount of \$412,461.00, in order to provide primary medical care and essential support services for people living with HIV who are uninsured or underinsured. This funding will increase appropriation 20371, previously approved in the amount of \$9,588,538.00, by council on June 19, 2018, to a total of \$10,000,999.00;

**THEREFORE, BE IT RESOLVED** that the Director or Head of the Department is authorized to execute the modified grant agreement on behalf of the City of Detroit, and

**BE IT FURTHER RESOLVED**, that the Budget Director is authorized to increase the budget accordingly for appropriation number 20371, in the amount of \$10,000,999.00, for the FY 2018 HIV Emergency Relief Grant.

<b>1. DATE ISSUED:</b> 09/10/2018		<b>2. PROGRAM CFDA:</b> 93.914	
<b>3. SUPERSEDES AWARD NOTICE dated:</b> 05/22/2018 <small>except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.</small>			
<b>4a. AWARD NO.:</b> 6 H89HA00021-26-03		<b>4b. GRANT NO.:</b> H89HA00021	<b>5. FORMER GRANT NO.:</b> BRH890021
<b>6. PROJECT PERIOD:</b> FROM: 04/04/1993 THROUGH: 02/28/2019			
<b>7. BUDGET PERIOD:</b> FROM: 03/01/2018 THROUGH: 02/28/2019			



**NOTICE OF AWARD**  
**AUTHORIZATION (Legislation/Regulation)**  
 Public Health Service Act, Title XXVI, Section 2603b  
 Public Health Service Act Section 2603(b), 42 U.S.C 300ff-13(b)  
 FY 2007 Title XXVI of the PHS Act, 42 U.S.C. section 300-ff-11 et  
 seq (as amended), Part A  
 Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law  
 111-87)  
 Public Health Service Act, Sections 2601-2610  
 Public Health Service Act, Sections 2601-2610 (42 USC 300ff-11 –  
 300ff-20), as amended by the Ryan White HIV/AIDS Treatment  
 Extension Act of 2009 (Public Law 111-87)  
 Public Health Service Act, Sections 2601-2610, and 2693(b)(2)(A)  
 (42 USC 300ff-11 – 300ff-20, and 300ff-121(b)(2)(A)), as amended  
 by the Ryan White HIV/AIDS Treatment Extension Act of 2009  
 (Public Law 111-87)

**8. TITLE OF PROJECT (OR PROGRAM):** HIV EMERGENCY RELIEF PROJECT GRANTS

**9. GRANTEE NAME AND ADDRESS:**  
 DETROIT PUBLIC HEALTH DEPARTMENT  
 1151 Taylor St  
 Detroit, MI 48202-1732  
**DUNS NUMBER:**  
 603005542

**10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR)**  
 Leanne F Savola  
 DETROIT PUBLIC HEALTH DEPARTMENT  
 3245 E. Jefferson Avenue  
 Detroit, MI 48207

**11. APPROVED BUDGET: (Excludes Direct Assistance)**  
 Grant Funds Only  
 Total project costs including grant funds and all other financial participation

a. Salaries and Wages :	\$0.00
b. Fringe Benefits :	\$0.00
c. Total Personnel Costs :	\$0.00
d. Consultant Costs :	\$0.00
e. Equipment :	\$0.00
f. Supplies :	\$0.00
g. Travel :	\$0.00
h. Construction/Alteration and Renovation :	\$0.00
i. Other :	\$0.00
j. Consortium/Contractual Costs :	\$0.00
k. Trainee Related Expenses :	\$0.00
l. Trainee Stipends :	\$0.00
m. Trainee Tuition and Fees :	\$0.00
n. Trainee Travel :	\$0.00
o. TOTAL DIRECT COSTS :	\$10,000,999.00
p. INDIRECT COSTS (Rate: % of S&W/TADC) :	\$0.00
q. TOTAL APPROVED BUDGET :	\$10,000,999.00
i. Less Non-Federal Share:	\$0.00
ii. Federal Share:	\$10,000,999.00

**12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:**

a. Authorized Financial Assistance This Period	\$10,000,999.00
b. Less Unobligated Balance from Prior Budget Periods	
i. Additional Authority	\$0.00
ii. Offset	\$0.00
c. Unawarded Balance of Current Year's Funds	\$0.00
d. Less Cumulative Prior Awards(s) This Budget Period	\$9,588,538.00
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$412,461.00

**13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)**

YEAR	TOTAL COSTS
Not applicable	

**14. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)**

a. Amount of Direct Assistance	\$0.00
b. Less Unawarded Balance of Current Year's Funds	\$0.00
c. Less Cumulative Prior Awards(s) This Budget Period	\$0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	\$0.00

**15. PROGRAM INCOME SUBJECT TO 45 CFR 75.307 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:**  
**A=Addition B=Deduction C=Cost Sharing or Matching D=Other** [A]  
 Estimated Program Income: \$0.00

**16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:**  
 a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

**REMARKS:** (Other Terms and Conditions Attached  Yes  No)  
 Prior Approval Request Tracking Number PA-00073809. Prior Approval Request Type. Carryover  
*Electronically signed by Karan Mayo, Grants Management Officer on : 09/10/2018*

<b>17. OBJ. CLASS:</b> 41.15	<b>18. CRS-EIN:</b> 1386004606A2	<b>19. FUTURE RECOMMENDED FUNDING:</b> \$0.00
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FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
17 - 3778238	93.914	18H89HA00021	\$281,685.00	\$0.00	FRML	HIV1-18
17 - 3778238	93.914	18H89HA00021	\$130,776.00	\$0.00	NAI	HIV1-18



CITY OF DETROIT  
PUBLIC LIGHTING DEPARTMENT

1340 THIRD STREET  
DETROIT, MICHIGAN 48226  
PHONE 313•267•5130  
FAX 313•267•8152  
WWW.DETROITMI.GOV

51

October 15, 2018

The Honorable City Council  
1340 Coleman A. Young Municipal Center  
Detroit, Michigan 48226

**RE: Dexter Avenue Baptist Church  
Petition #432**

Dear Council Members

The Dexter Avenue Baptist Church is requesting permission to hang approximately 5 banners on Dexter and Davison in commemoration of the 100<sup>th</sup> Anniversary of Dexter Avenue Baptist Church.

The Public Lighting Department has inspected requested poles and finds them to be structurally sound, and is recommending approval for Dexter Baptist Church to hang banners on approved pole locations from November 1, 2018 to March 31, 2020.

**Note: There are no bracket arms on several poles.** The Public Lighting Authority (PLA) is working with its vendors to facilitate the attachment of bracket arms. Details are attached.

Respectfully Submitted,

John Prymack, Director  
Public Lighting Department

Enclosure: Petition

cc: Council Members  
File  
PLA

**City of Detroit**  
**OFFICE OF THE CITY CLERK**

Janice M. Winfrey  
City Clerk

Vivian A. Hudson  
Deputy City Clerk

**DEPARTMENTAL REFERENCE COMMUNICATION**

*Tuesday, July 03, 2018*

*To: The Department or Commission Listed Below*

*From: Janice M. Winfrey, Detroit City Clerk*

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The following petition is herewith referred to you for report and recommendation to the City Council.

In accordance with that body's directive, kindly return the same with your report in duplicate within four (4) weeks.

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PLANNING AND DEVELOPMENT DEPARTMENT    PUBLIC LIGHTING DEPARTMENT  
DPW - CITY ENGINEERING DIVISION  
BUSINESS LICENSE CENTER

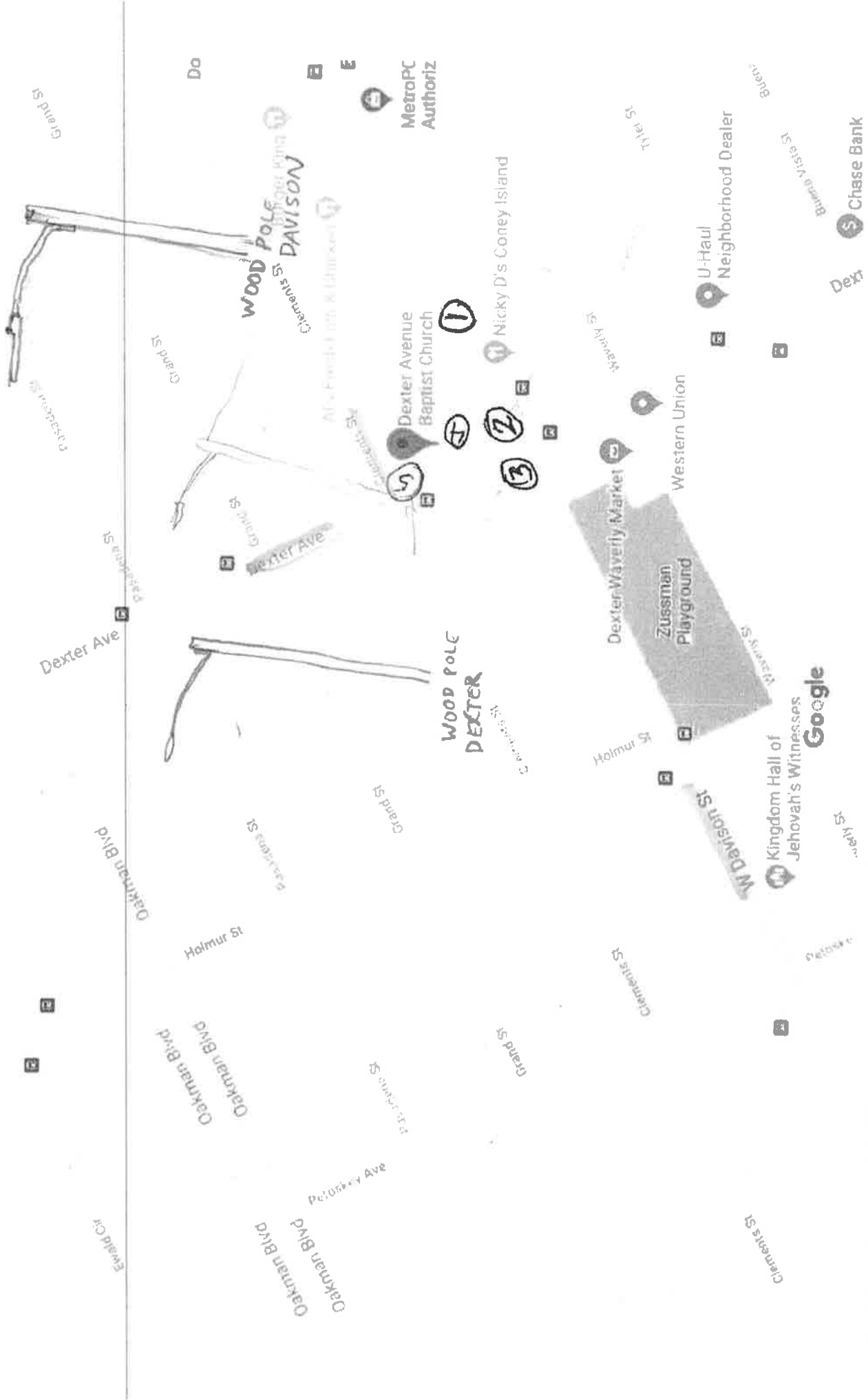
**432**    *Dexter Avenue Baptist Church, request to install approximately five (5) banners on Dexter and Davison from November 1, 2018 to March 31, 2020.*



10-12-18

# Dexter Avenue Baptist Church

13500 Dexter Avenue, Detroit, MI 48238





**BANNER JOB. 432 - Dexter Ave. and Davison Ave. (Dexter Avenue Baptist Church)**

POLE NUMBER	POLE LOCATION	TYPE OF POLE	BRACKET INFO.
1	2nd pole Davison Ave. (North side) E. of Dexter Ave.	Wood Pole	Brackets needed * slightly leaning
2	1st pole Davison Ave. (North side) E. of Dexter Ave.	Wood Pole	Brackets needed
3	1st pole Dexter Ave. (West side) N. of Davison Ave.	Wood Pole	Brackets needed
4	1st pole Dexter Ave. (East side) N. of Davison Ave.	Wood Pole	Brackets needed *Tree Trim needed
5	1st pole Dexter Ave. (East side) N. of Clements St.	Wood Pole	Brackets needed

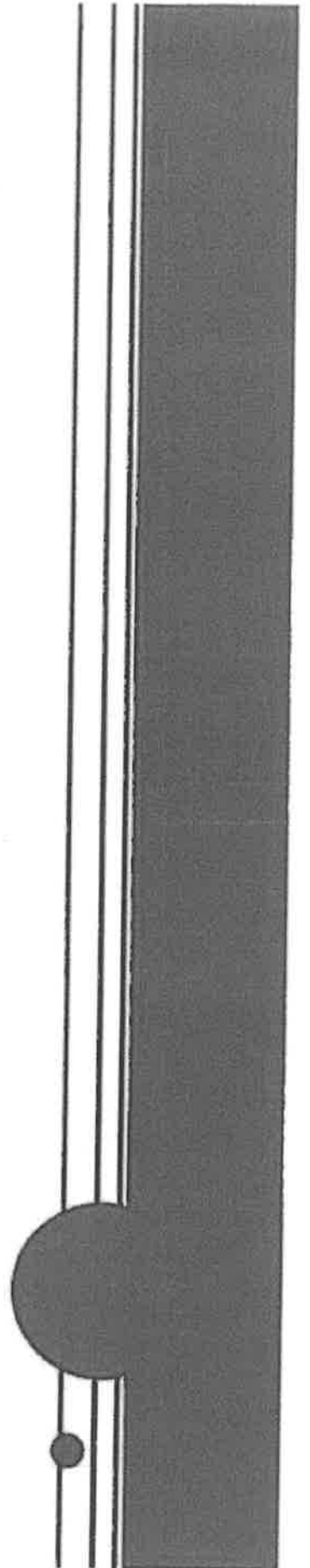
**All poles are wood poles, all five(5) need banner brackets**

*Andrew J. Cooper*

10-12-10

**BANNER PERMIT  
APPLICATION**

*For Banners in Public Right-Of-Ways*





**Public Lighting Authority**

69 Cadillac Square, Suite 3100  
Detroit, MI 48226  
313.324.8291 - office  
313.538.2805 - fax  
pladetroit.org

**OUR MISSION is to improve,  
modernize and maintain the  
street lighting system in Detroit.**

**To:** Janice M. Winfrey, Detroit City Clerk

**Through:** Marie Brown, Public Lighting Authority

**From:** Jamal Harrison, Public Lighting Authority

Please be advised; Jamal Harrison, an agent of the Public Lighting Authority has agreed to install banners for Dexter Avenue Baptist Church, located at 13500 Dexter Avenue, Detroit MI 48238, on the five poles authorized by the City of Detroit. The banners will be installed on or before November 1, 2018 to commemorate the One Hundred (100) Year Anniversary of the church, and will be removed on March 31, 2020.

A handwritten signature in black ink, appearing to read 'Jamal Harrison'.

Jamal Harrison,  
Director of Community Engagement



## **Hanging Banners From Utility Poles Guidelines**

The City of Detroit will allow on its light poles only Banners that promote or celebrate the City, its civic institutions, or public activities and events in the City. The City light poles will not be used for commercial advertising or for promoting any political social advocacy organization or political message.

No person or entity shall install, place, affix or attach a Banner on any property within the City of Detroit without first obtaining a permit. Banner permits are approved on a first-come, first-serve basis.

There are four categories of evaluation criteria:

1. Petitioner eligibility
2. Banner permit application package and fees
3. Banner specifications
4. Banner placement

The Banner permit application package must include the following items in order to be evaluated:

- Completed banner permit application form
- Signed and dated indemnity agreement
- Signed and dated maintenance and removal agreement
- Copy of certificate of insurance – City of Detroit additional insured
- Sketch, drawing, or actual sample of the banner to be displayed
- Listing and/or map of the specific locations for the Banner(s)
- \$100 non-refundable permit fee submitted to Business License Department
- A refundable deposit to be held in escrow presented to Business License Department prior to the issuance of the Banner Permit – 5 or less Banners \$500.00; 6 or more Banners \$1000.00

Nothing may be attached to a utility or light pole without the permission of the City. The City Council can grant permission to attach Banners to Lighting Department poles. To get permission to hang Banners you must petition the City Council. The petition should identify where you want to hang the Banners, what the Banner will say and how long the Banners will hang.

No Banner will be allowed to block the view of traffic signals or signs. The Public Lighting Department will inspect the poles before advising the City Council about allowing any Banners to be attached. The permission given by City Council is good for up to six months. If you want to hang Banners for more than six months, you should petition the City Council for an extension.

The Public Lighting Department will supply a copy of its Banner Specifications upon request.

# City Of Detroit Banner Permit Application

## For Banners In the Public Right-Of-Way

This application is for the proposed banner(s) for a specified period of time only. The City of Detroit will be strictly adhering to the Banner Permit Guidelines; please print them out for reference. This form must be completed and returned at least 60 days prior to the date of installation. If submitted later than 60 days prior, application is subject to denial. If the requested Banner location is on a Michigan State Truck Line or Wayne County Road the application must be submitted at least 180 days prior to the date of installation. After expiration of the permit (if granted), or should the banner change in any way, another application will be required.

### SECTION 1 - APPLICANT INFORMATION

Contact Name: Eleanor D. Blackwell

Name of Organization: Dexter Avenue Baptist Church

Mailing Address: 13500 Dexter Avenue, Detroit, MI 48238

Phone Number: 313 869-4878

E-Mail Address: dexteravenue@sbcglobal.com

*delblack@comcast.net*

#### Type of Banner(s) check all that apply:

- City of Detroit       Non-Profit       Other  
 Community       Business District  
 Special Event       Holiday

If registered as a non-profit, please indicate your non-profit status identification number and attach a copy of the certificate.

Non-profit identification number: 38-04473-75

If applying for a business district banner(s) please identify the business district.

Business District: \_\_\_\_\_

#### Type of Request:

- Initial Permit       Permit Renewal

If this request is for permit renewal, please provide the following:

Permit Identification Number: \_\_\_\_\_

Permit Expiration Date: \_\_\_\_\_

SECTION 2 – COMMERCIAL BANNER COMPANY

Contact Name: \_\_\_\_\_

Name of Organization: Public Lighting Authority

Mailing Address: 65 Cadillac, Suite 3100, Detroit, MI 48228

Phone Number: 313 324-8290 E-Mail Address: jharrison@pladetroit.org

SECTION 3 – BANNER INFORMATION

Purpose of Banner(s):

In commemoration of the 100th Anniversary of Dexter Avenue Baptist Church

Time Period to display Banner(s): Install Date: 11/01/2018 Removal Date: 03/31/2020

Number of Banner(s) to display: Five (5)

Streets on which Banner(s) are to be displayed:

Davison and Dexter

Are any of the poles located on a Michigan State Trunk Line or Wayne County Road?

Refer to listing of Trunk Lines and Wayne County Roads. [ ] YES [x] NO

Describe wording on the Banner(s) and any graphics:

Dexter Avenue Baptist Church, including Logo, 100th Anniversary, 1919-2019, "A Church That Cultivates Love"

The following items **MUST BE** included in the permit application package in order for it to be considered:

- Completed banner permit application form
- Signed and dated indemnity agreement
- Signed and dated maintenance and removal agreement
- Copy of certificate of insurance
- Sketch, drawing, or actual sample of the banner to be displayed
- Listing and/or map of the specific locations for the Banner(s)
- \$100 non-refundable permit fee
- A refundable deposit to be held in escrow presented to Business License Department prior to the issuance of the Banner Permit

The undersigned applicant(s) agrees to abide by the provisions set by the City of Detroit to suspend a Banner or Banner(s) during the time period requested for this permit.

Wanda J. Harper

Applicant: Print Name

  
Applicant: Signature

July 2, 2018

Date

Public Lighting Authority

Commercial Banner Representative: Print Name  
*i.e., installer/remover*

Commercial Banner Representative: Signature

7-2-18  
Date



AGREEMENT OF INDEMNITY

**CITY OF DETROIT:**

For and in consideration of the granting of a permit by the City of Detroit to suspend a Banner or Banners, the undersigned does agree to indemnify and hold harmless the City of Detroit, its officers, agents and employees from any and all claims arising out of the placement of, maintenance of, use of, or removal of banners, including claims involving Banners (or the structure upon which they are hung) falling on people or property.

**INDEMNITOR (S):**

*Michael Quinn*

Dexter Avenue Baptist Church

Signature of Authorized Representative (Organization)

Michael Quinn

Name

13500 Dexter Avenue, Detroit, MI 48238

Address, City, State, Zip Code

313 869-4878

Phone Number

July 2, 2018

Date

Signature of Authorized Representative (Banner Company)

Name

65 Cadillac, Suite 3100

Address, City, State, Zip Code

313 324-8290

Phone Number

Date

**MAINTENANCE & REMOVAL AGREEMENT**

It is understood and agreed that during the initial display, and subsequent renewal periods if applicable, the permittee shall be responsible for inspecting banners and poles; replacing and/or removing banners that are torn, defaced or in general disrepair, including rigging. Where any street banner is found to present an immediate threat of harm to the public health, welfare or safety, the City shall summarily cause its removal.

It is also understood and agreed that banners are to be removed within seventy-two (72) hours of the revocation date of the permit. Any street banner not removed within that time period shall be removed by the City without notice to the permittee.

If the City removes banners because they are in disrepair, present a threat of harm, or because the permit has expired, it is understood and agreed that a portion or all of the refundable deposit will be forfeited by the permittee in order to cover the City's expense. If the expense of removal exceeds the amount of deposit, it is understood and agreed that the excess amount shall be collected from the person/entity to which the permit was issued.

It is also understood and agreed that in such cases when the City removes banners there is no guarantee that the banners can be reclaimed by the permittee.

Wanda J. Harper

Applicant: Print Name

  
Applicant: Signature

July 2, 2018

Date

Public Lighting Authority

Commercial Banner Representative: Print Name  
*i.e., installer/remover*

  
Commercial Banner Representative: Signature

10/10/18  
Date

## STATE TRUNK LINES & WAYNE COUNTY ROADS

Banners installed on State trunk lines or Wayne County Roads are subject to additional requirements. Permits for banners on State trunk lines or Wayne County Roads must comply with State and County guidelines. Please see the City of Detroit Policy on Banners in the Public Right-of-Way for details

### Michigan State Trunk Lines in the City of Detroit

Cadillac Square	Jeffries
Clark Street	John C. Lodge
Clifford & Middle	Michigan Avenue
Davison	Randolph (Cadillac Square to Jefferson)
Edsel Ford	Schaefer
Eight Mile Road	Shore Street
Fisher	Southfield
Ford Road	Telegraph Road
Fort Road	Van Dyke
Grand River	W. P. Chrysler
Gratiot	Washington Boulevard
Greenfield	Woodward
Groesbeck	Wyoming
Hoover	

### Wayne County Roads in the City of Detroit

<u>Wayne County Roads</u>	<u>Limits</u>
Chandler Park Drive	Dickerson to Outer Drive
Chandler Park Drive	Whittier to Moross
West Chicago Blvd.	Lamphere to West City Limits
Conant	South from Carpenter to Hamtramck West Line
Davison	Twelfth to Highland Park West City Limits
Davison	Syracuse to Dwyer
Dix	Woodmere to West City Limits
Dix	Rouge River Bridge to Oakwood Blvd
Edward Hines Drive	West City Limits to South City Limits and Warren
Fenkell	200 East of Wyoming to West City Limits
Five Points	Eight Mile Road to Puritan
Galnes	Southfield East Service Drive to 390 East
Greenfield	Tireman to James Couzens Drive
Greenfield	Paul to Tireman
West Jefferson	Brennan to Rouge River
Joy Road	Greenfield to West City Limits
Kelly Road	Morang to Kingsville
Kelly Road	Kingsville to Eight Mile
Lahser Road	Chalfonte to Eight Mile Road
Lamphere Road	Outer Drive South to R.R. to Outer Drive

## Wayne County Roads in the City of Detroit (continued)

### Wayne County Roads

### Limits

Mack	Wayburn to North City Limits (650' of Moross)
McNichols	Wyoming to Five Points
McNichols	Alley West of Oakland to G.T.W.R.R.
McNichols	G.T.W.R.R. to Dequindre
Miller Road	Deaborn Road to Fort Street
Moross Road	Redmond to Mack
Mound	Caniff to Eight Mile
Outer Drive	Dunfries to Bassett
Outer Drive	Warren to Livernois
Outer Drive	Dequindre to McNichols
Outer Drive	Conner to Chandler Park
Outer Drive	Alter to Whittler
Outer Drive	Chandler Park to Mack
Schaefer Highway	Oakwood Boulevard to Dunfries
Schaefer Highway	Dunfries to Bassett
Schoolcraft	Grand River to Patton
Seven Mile Road East	Gratiot to Redmond
Seven Mile Road East	Woodward to Five Points
Swift	West Line of Hull to East Line of Swift
Tireman	200' East of Miller Road (Meyers) to Greenfield
Warren	D.T.R.R. to 600' East
Warren	Greenfield to Heyden
Warren	Heyden to West City Limits
Wyoming	J 30' South of Michigan to Michigan
Wyoming	Ford Road to D.T.R.R.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/29/2018

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

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

<b>PRODUCER</b> Church Mutual Insurance Company 3000 Schuster Lane P O Bx 357 Merrill WI 54452 INSURED DEXTER AVENUE BAPTIST CHURCH 13500 DEXTER AVE DETROIT MI 48238-2664	<b>CONTACT NAME:</b> Charlotte R Antbas <b>PHONE (INC, TEL, EXT):</b> 1-800-554-2642 Option 1 <b>EMAIL:</b> customercare@churchmutual.com <b>ADDRESS:</b> INSURER(S) AFFORDING COVERAGE INSURER A: Church Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	<b>FAX (INC, TEL):</b> 855-264-2320 <b>NAIC #:</b> 18767
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**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	APPL SDR: (REQ. W/VR)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC OTHER:	N	0094626-02-826360	08/17/2015	08/17/2018	EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eq. to cover. p): \$ 1,000,000 MED EXP (Any one person): \$ 5,000 PERSONAL & ADV INJURY: \$ 1,000,000 GENERAL AGGREGATE: \$ 3,000,000 PRODUCTS - COMP/OP AGG: \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COPIED SINGLE LIMIT: \$ BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per person): \$ PROPERTY DAMAGE (Per accident): \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEF. <input type="checkbox"/> RETENTION: \$					EACH OCCURRENCE: \$ AGGREGATE: \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> AN APPROPRIATE PARTNER'S EXECUTIVE OFFICE NUMBER REQUIRED (Mandatory in MI) If work, describe under DESCRIPTION OF OPERATION'S below	Y/N	N/A			PER STATUTE / PER: \$ \$ L EACH ACCIDENT: \$ \$ L DISEASE - EA EMPLOYEE: \$ \$ L DISEASE - POLICY LIMIT: \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of Liability Insurance for Pentri for Banner on July 1, 2018 SAAP 557

<b>CERTIFICATE HOLDER</b> City of Detroit 2 Woodward Ave STE 805 Detroit MI 48226-3460	<b>CANCELLATION</b> 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 <i>Charlotte Antbas</i>
---	---

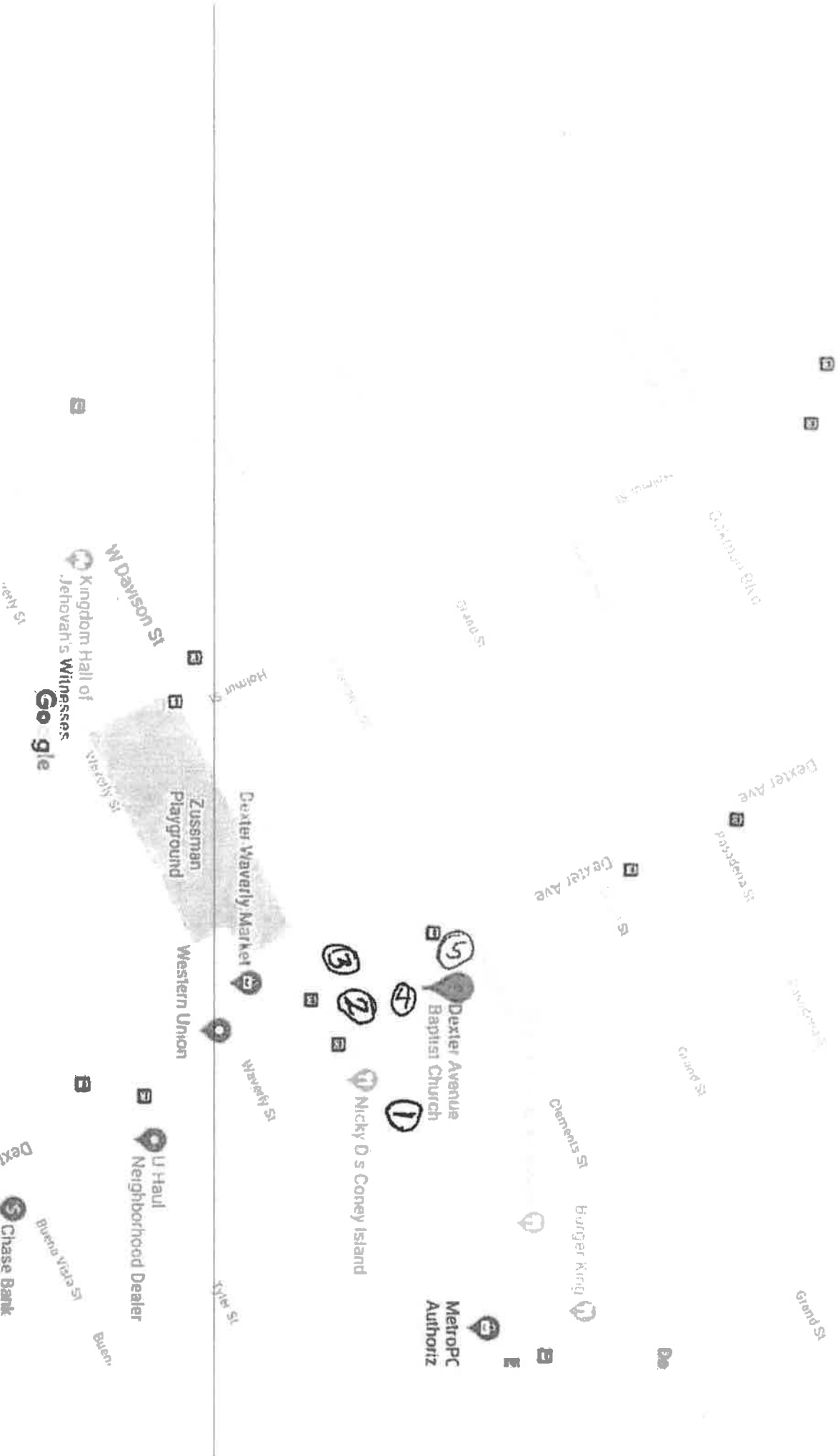
***Dexter Avenue Baptist Church.***  
***13500 Dexter Avenue***  
***Detroit, MI 48238***  
***313 869-4878***  
***dexteravenue@sbcglobal.com***

***100<sup>th</sup> Anniversary***  
***1919-2019***  
***Dexter Avenue Baptist Church***  
***"A Church That Cultivates Love"***



Google Maps

Dexter Avenue Baptist Church  
13560 Dexter Avenue, Detroit, MI 48238



2018-07-03

432

432 *Petition of Dexter Avenue Baptist Church, request to install approximately five (5) banners on Dexter and Davison from November 1, 2018 to March 31, 2020.*

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REFERRED TO THE FOLLOWING DEPARTMENT(S)

MUNICIPAL PARKING DEPARTMENT

PLANNING AND DEVELOPMENT DEPARTMENT PUBLIC  
LIGHTING DEPARTMENT  
DPW - CITY ENGINEERING DIVISION  
BUSINESS LICENSE CENTER



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## MEMORANDUM

**TO:** Detroit Land Bank Authority  
Building Safety Environmental and Engineering Department

**VIA:** Scott Benson, Chair  
Public Health and Safety Standing Committee

**FROM:** Janee' Ayers, Vice Chair  
Public Health and Safety Standing Committee



**DATE:** October 10, 2018

**RE:** 13402 Eureka St

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Our office was notified of this property in August of 2017 by resident Albert Glaze of 13412 Eureka St who currently has to live between 13420 Eureka (a scheduled demo) and 13402 Eureka St (DBLA owned blighted property).

Mr. Glaze is legally blind and was unaware of the overgrowth and illegal dumping until his father came to visit and pointed out the overgrown vegetation that has made its way on his porch.

Thank you for your time and effort,

Janee' Ayers  
Detroit City Council


cc: Colleagues  
City Clerk

(Received at the table 10/15/18)

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**VIA:** Scott Benson, Chair  
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**FROM:** Janee' Ayers, Vice Chair  
Public Health and Safety Standing Committee 

**DATE:** October 10, 2018

**RE:** Keystone Bloom and Buffalo Street -Status Update

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Please inspect and provide a status update on the condition of Keystone, Bloom and Buffalo streets north of East Davidson. All three streets are extremely overgrown and all homes are abandoned, vacant and open to elements. Schuster Park is located at the end of Keystone.

Thank you for your time and effort,

Janee' Ayers  
Detroit City Council

cc: Colleagues  
City Clerk

(Received at the table 10/15/18)