

New business

11.7.18

**PUBLIC HEALTH  
AND SAFETY  
STANDING  
COMMITTEE**



CITY OF DETROIT  
LAW DEPARTMENT



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November 2, 2018

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

**Re: Chapter 22 of the 1984 Detroit City Code, *Handling of Solid Waste and Prevention of Illegal Dumping*, Article I, *In General*, Division 2, *Civil Fines for Violations***

Honorable City Council:

At the request of Miriam Blanks-Smart, Director of the Department of Appeals and Hearings, the Law Department has prepared and approved as to form the above-referenced ordinance amendments for your consideration. The proposed amendments create uniform measurements for determining blight violations and fines related to illegal dumping of solid waste, as well as allow for higher fines related to illegally dumping larger quantities of solid waste.

Respectfully submitted,

Ericka Savage Whitley  
Assistant Corporation Counsel  
City of Detroit Law Department  
(313) 237-3008

CITY CLERK 2018 NOV 2 PM 3:19

## S U M M A R Y

1           This ordinance amends Chapter 22 of the 1984 Detroit City Code, *Handling of Solid Waste*  
2 *and Prevention of Illegal Dumping*, Article I, *In General*, Division 2, *Civil Fines for Violations*,  
3 by amending Section 22-1-14, *Civil fines for violation of Sections 22-2-83(b), (c) and (d), 22-2-*  
4 *84(a) and (b)(1), (2) and (4), 22-2-87, 22-2-88(b) and (c), 22-2-96 and 22-297 of this Code*  
5 *regarding solid waste except for medical waste and hazardous waste; cost of removal incurred by*  
6 *City of Detroit; factors to be considered by hearings officer when determining fine; burden of*  
7 *proof for factors upon violator*, and Article II, *Storage, Preparation, Collection, Transport,*  
8 *Disposal, and Placement*, Division 5, *Illegal Dumping* by amending Section 22-2-83, *Dumping,*  
9 *storing or depositing solid waste, medical waste, hazardous waste or bulk solid material on any*  
10 *publicly owned property, or private property or water, without permit*, to provide: uniform  
11 measurements for determining blight violations related to illegal dumping of solid waste; uniform  
12 measurements for determining fines related to illegal dumping of solid waste; and an additional  
13 classification and higher fines related to illegally dumping larger quantities of solid waste.

14

1 **BY COUNCILMEMBER \_\_\_\_\_** :

2 AN ORDINANCE to amend Chapter 22 of the 1984 Detroit City Code, *Handling of Solid*  
3 *Waste and Prevention of Illegal Dumping*, Article I, *In General*, Division 2, *Civil Fines for*  
4 *Violations*, by amending Section 22-1-14, *Civil fines for violation of Sections 22-2-83(b), (c) and*  
5 *(d), 22-2-84(a) and (b)(1), (2) and (4), 22-2-87, 22-2-88(b) and (c), 22-2-96 and 22-2-97 of this*  
6 *Code regarding solid waste except for medical waste and hazardous waste; cost of removal*  
7 *incurred by City of Detroit; factors to be considered by hearings officer when determining fine;*  
8 *burden of proof for factors upon violator*, and Article II, *Storage, Preparation, Collection,*  
9 *Transport, Disposal, and Placement*, Division 5, *Illegal Dumping* by amending Section 22-2-83,  
10 *Dumping, storing or depositing solid waste, medical waste, hazardous waste or bulk solid material*  
11 *on any publicly owned property, or private property or water, without permit*, to provide: uniform  
12 measurements for determining blight violations related to illegal dumping of solid waste; uniform  
13 measurements for determining fines related to illegal dumping of solid waste; and an additional  
14 classification and higher fines related to illegally dumping larger quantities of solid waste.

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1 **IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT THAT:**

2 **Section 1.** Chapter 22 of the 1984 Detroit City Code, *Handling of Solid Waste and*  
3 *Prevention of Illegal Dumping*, Article I, *In General*, Division 2, *Civil Fines for Violations*, is  
4 amended by amending Section 22-1-14, and Article II, *Storage, Preparation, Collection,*  
5 *Transport, Disposal, and Placement*, Division 5, *Illegal Dumping* is amended by amending  
6 Section 22-2-83 to read as follows:

7 **CHAPTER 22. HANDLING OF SOLID WASTE AND**  
8 **PREVENTION OF ILLEGAL DUMPING**

9 **ARTICLE I. IN GENERAL**

10 **Division 2. Civil Fines for Violations**

11 **Sec. 22-1-14. Civil fines for violation of Sections 22-2-83(b), (c) and (d), 22-2-84(a) and (b)(1),**  
12 **(2) and (4), 22-2-87, 22-2-88(b) and (c), 22-2-96 and 22-2-97 of this Code regarding solid**  
13 **waste except for medical waste and hazardous waste; cost of removal incurred by City of**  
14 **Detroit; factors to be considered by hearings officer when determining fine; burden of proof**  
15 **for factors upon violator.**

16 (a) A person who violates any of the provisions of Sections 22-2-83(b), 22-2-84(a) and  
17 (b)(1), (2) and (4), 22-2-87, 22-2-88(b) and (c), 22-2-96 or 22-2-97 of this Code regarding solid  
18 waste, where the amount of the solid waste is less than five ~~(5)~~ cubic yards feet in volume, is  
19 responsible for a blight violation and, for the first violation, is subject to a civil fine of two hundred  
20 dollars ~~(\$200.00)~~ and, in accordance with Section 22-1-31 of this Code, is responsible for the cost  
21 of removal by the City of Detroit.

22 (b) A person who violates any of the provisions of Sections 22-2-83(c) and (d) 22-2-  
23 84(a) and (b)(1), (2) and (4), 22-2-87, 22-2-88(b) and (c), 22-2-96 or 22-2-97 of this Code, where

1 the amount of the solid waste is five ~~(5)~~ or more cubic ~~yards~~ feet in volume but less than ~~ten~~ (10)  
2 cubic ~~yards~~ feet in volume, is responsible for a blight violation and, for the first violation, is subject  
3 to a civil fine of ~~five hundred~~ (\$500.00) and, in accordance with Section 22-1-31 of this Code, is  
4 responsible for the cost of removal by the City of Detroit.

5 (c) A person who violates any of the provisions of Sections 22-2-83(c) and (d), 22-2-  
6 84(a) and (b)(1), (2) and (4), 22-2-87, 22-2-88(b) and (c), 22-2-96 or 22-2-97 of this Code, where  
7 the amount of the solid waste is ~~ten~~ (10) or more cubic feet in volume but less than 15 cubic feet  
8 in volume, is responsible for a blight violation and, for the first violation, is subject to a civil fine  
9 of ~~one thousand dollars~~ (\$1,000.00) and, in accordance with Section 22-1-31 of this Code, is  
10 responsible for the cost of removal by the City of Detroit.

11 (d) A person who violates any of the provisions of Section 22-2-83(c) and (d), 22-2-84(a)  
12 and (b)(1), (2) and (4), 22-2-87, 22-2-88(b) and (c), 22-2-96 or 22-2-97 of this Code, where the  
13 amount of the solid waste is fifteen (15) or more cubic feet in volume is responsible for a blight  
14 violation and, for the first violation, is subject to a civil fine of \$1,500.00 and, in accordance  
15 with Section 22-1-31 of this Code, is responsible for the cost of removal by the City of Detroit.

16 (e) For a repeat or subsequent blight violation under sections 22-2-83(b), 22-2-84(a)  
17 and (b)(1), (2) and (4), 22-2-87, 22-2-88(b) and (c), 22-2-96 or 22-2-97 of this Code, where the  
18 amount of the solid waste is less than five ~~(5)~~ cubic ~~yards~~ feet in volume, a person shall be subject  
19 to a civil fine of not less than ~~two hundred dollars~~ (\$200.00) but not more than ~~five hundred dollars~~  
20 (\$500.00) and, in accordance with Section 22-1-31 of this Code, is responsible for the cost of  
21 removal by the City of Detroit.

22 (f) For a repeat or subsequent blight violation under Sections 22-2-83(c) and (d), 22-  
23 2-84(a) and (b)(1), (2) and (4), 22-2-87, 22-2-88(b) and (c), 22-2-96 or 22-2-97 of this Code,

1 where the amount of the solid waste is five (~~5~~) or more cubic yards feet in volume but less than  
2 ten (10) cubic yards feet in volume, a person shall be subject to a civil fine of not less than ~~five~~  
3 ~~hundred dollars~~ (~~\$500.00~~) but not more than ~~one thousand dollars~~ (~~\$1,000.00~~) and, in accordance  
4 with section 22-1-31 of this Code, is responsible for the cost of removal by the City of Detroit.

5 (~~f~~) (g) For a repeat or subsequent blight violation under sections 22-2-83(c) and (d), ~~2-2-~~  
6 ~~84(a)~~ 22-2-84(a) and (b)(1), (2) and (4), 22-2-87, 22-2-88(b) and (c), 22-2-96 or 22-2-97 of this  
7 Code, where the amount of the solid waste is ten (10) or more cubic yards feet in volume but less  
8 than 15 cubic feet in volume, a person shall be subject to a civil fine of not less than ~~one thousand~~  
9 ~~dollars~~ (~~\$1,000.00~~) but not more than ~~two thousand five hundred dollars~~ (~~\$2,500.00~~) and, in  
10 accordance with section 22-1-31 of this Code, is responsible for the cost of removal by the City of  
11 Detroit.

12 (h) For a repeat or subsequent blight violation under Section 22-2-83(c) and (d), 22-2-  
13 84(a) and (b)(1), (2) and (4), 22-2-87, 22-2-88(b) and (c), 22-2-96 or 22-2-97 of this Code, where  
14 the amount of the solid waste is 15 cubic feet or more in volume, a person shall be subject to a  
15 civil fine of not less than \$1,500.00 but not more than \$3,000.00 and, in accordance  
16 with section 22-1-31 of this Code, is responsible for the cost of removal by the City of Detroit.

17 (~~g~~) (i) Each day on which any violation of any of the provisions of Sections 22-2-83(b),  
18 (c), and (d), 22-2-84(a) and (b)(1), (2) and (4), 22-2-87, 22-2-88(b) and (c), 22-2-96 or 22-2-97 of  
19 this Code continues shall constitute a separate violation. The imposition of a fine under this section  
20 shall not be construed to excuse or to permit the continuation of any violation and, upon a blight  
21 violation determination may be subject to a civil fine for each day the violation continues. The  
22 determination as to whether an act or a failure to act is a continuing violation is within the  
23 discretion of the hearings officer.

1            ~~(h)~~ (j) When determining the amount of a civil fine for a blight violation that is issued  
2 under Subsections (a), (b), (c), (d), (e), ~~or (f), (g) or (h)~~ of this section, the hearings officer shall  
3 consider all of the following factors:

4            (1)    The type of solid waste;

5            (2)    The nature of the violation;

6            (3)    The duration of the violation;

7            (4)    The preventability of the violation;

8            (5)    The potential and actual effect on the surrounding neighborhood or the  
9 environment;

10           (6)    The economic benefit to the violator;

11           (7)    The violator's recalcitrance or efforts to comply with law; and

12           (8)    The economic impact of the fine on the violator.

13    These factors shall only be considered where the hearings officer determines that the violator has  
14 made all good faith efforts to correct and terminate the violation. The violator shall have the burden  
15 of proof regarding the presence and degree of any factor to be considered by the hearings officer  
16 in determining the amount of the fine. In each case, the fine shall be set within the range that is  
17 delineated in subsections (a), (b), (c), (d), (e), ~~or (f), (g) or (h)~~ of this section for the corresponding  
18 amount of solid waste.

19



1                                    **ARTICLE II. STORAGE, PREPARATION,**  
2                                    **COLLECTION, TRANSPORT, DISPOSAL, AND PLACEMENT**

3                                    **Division 5. Illegal Dumping**

4    **Sec. 22-2-83. Dumping, storing or depositing solid waste, medical waste, hazardous waste, or**  
5    **bulk solid material on any publicly owned property, or private property or water, without**  
6    **permit.**

7            (a)    No person shall dump, store or deposit or cause to be dumped, stored or deposited,  
8    on any publicly-owned property, or private property or water, within the City of Detroit any solid  
9    waste, medical waste or hazardous waste, except at a waste disposal or storage facility for which  
10   a permit or operating license has been properly issued pursuant to the provisions of this Code and  
11   of other local, state and federal law. Such dumping, storing, or depositing without a permit is  
12   declared to be a blight violation. A police officer may impound a vehicle that is operated in the  
13   commission of a blight violation in accordance with Section 22-1-32 of this Code.

14           (b)    Dumping, depositing, or placing solid waste less than five cubic yards feet on any  
15   private property, public property, right-of-way or surface water or around any approved or portable  
16   container, or dumping solid waste less than five cubic feet from a any motor vehicle, is littering  
17   and is hereby deemed unlawful and subject to the fines and penalties provided for in this chapter.

18           (c)    Unless otherwise provided for in this division, dumping, storing, depositing of solid  
19   waste in an amount of five cubic yards feet or more on any private property, public property, right-  
20   of-way or surface water or around any approved or portable container is illegal dumping and is  
21   hereby deemed unlawful and subject to the fines and penalties provided for in this chapter.

22           (d)    Dumping, or depositing solid waste of five cubic feet or more from any motor  
23   vehicle upon any public highway, city street, public or private property or water or causing such

1 solid waste to be dumped or deposited from a motor vehicle is illegal dumping and is hereby  
2 deemed unlawful and subject to the fines and penalties provided for in this chapter.

3 (e) Dumping, storing, depositing or placing medical waste or hazardous waste in any  
4 discernable quantity on any private property, public property, right-of-way or surface water or  
5 around any approved or potable container is illegal dumping and is hereby deemed unlawful and  
6 is subject to the fines and penalties provided for in this chapter.

7 (f) Dumping or depositing medical or hazardous waste in any discernable quantity  
8 from any motor vehicle upon any public highway, city street, public or private property or water  
9 or causing such solid waste to be dumped or deposited from any motor vehicle is illegal dumping  
10 and is hereby deemed unlawful and is subject to the fines and penalties provided for in this chapter.

11 (g) Unless otherwise provided for in this chapter, dumping, storing, depositing, or  
12 transporting bulk solid material on any private property, public property, right of way, or surface  
13 water or around any approved or portable container is illegal dumping and is a blight violation  
14 subject to the fines and penalties provided for in this chapter. Asphalt millings removed as part of  
15 a public paving or repaving project (a project conducted, controlled or funded by the governments  
16 or agencies of the City of Detroit, the County of Wayne, the State of Michigan, or the United  
17 States) and temporarily stored on or adjacent to that project for reuse in that project is not illegal  
18 dumping if the temporary storage period does not exceed 45 days.

19 (h) Violations of article V of this chapter not described by section 22-2-83(g), including  
20 but not limited to the escape of fugitive dust from an otherwise authorized collection of bulk solid  
21 material in an amount that exceeds the opacity limit specified in MCL 324.5524(2), regardless of  
22 qualification under MCL 324.5524(1), is unlawful and is subject to the fines and penalties provided  
23 for in this chapter.


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**Section 2.** All ordinances, or parts of ordinances, that conflict with this ordinance are repealed.

**Section 3.** This ordinance is declared necessary for the preservation of the public peace, health, safety, and welfare of the People of the City of Detroit.

**Section 4.** Where this ordinance is passed by a two thirds (2/3) majority of City Council Members serving, it shall be given immediate effect and shall become effective upon publication in accordance with Section 4-118(1) of the 2012 Detroit City Charter. Where this ordinance is passed by less than two thirds (2/3) majority of City Council Members serving, it shall become effective thirty (30) days after publication in accordance with Section 4-118(2) of the 2012 Detroit City Charter.

Approved as to form:

  
Lawrence T. García  
Corporation Counsel



October 24, 2018

HONORABLE CITY COUNCIL

**RE: ADDRESS: 291 Chandler**  
**NAME: Vintage Real Estate LLC**  
**Date ordered removed: April 28, 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 19, 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: Vintage Real Estate LLC, 3445 Joseph Campau, Detroit, MI 48207  
ATTN: Kevin Ward



October 24, 2018

HONORABLE CITY COUNCIL

**RE: ADDRESS: 15767 Beaverland  
NAME: Genas Sproule  
Date ordered removed: April 18, 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 23, 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:**

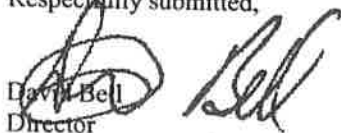
1. **A permit for rehabilitation work shall be applied for within ten (10) business days from the date that notice was provided to the applicant of the City Council decision.**
2. **The owner must contact BSEED to request a progress inspection within forty-five (45) calendar days from the date of the 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: Gena Sproule, 15346 Fielding ST, Detroit, MI 48223



October 24, 2018

HONORABLE CITY COUNCIL

**RE: ADDRESS: 12811 Terry**  
**NAME: Custom Links Enterprises LLC**  
**Date ordered removed: July 23, 2012**

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 22, 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: Customs Links Enterprises LLC, 12810 Robson ST, Detroit, MI 48227  
Jessica S. Meaux, P.O. Box 27819, Detroit, MI 48227



October 29, 2018

HONORABLE CITY COUNCIL

RE: 15867 Burt RD

In response to the request for a deferral of the demolition order on the property noted above, we submit the following information:

A special inspection conducted on **October 24, 2018** revealed that the property did not meet the requirements of the application to defer. The property continues to be open to trespass and not maintained.

Therefore, we respectfully recommend that the request for a deferral be denied. We will proceed to have building demolished as originally ordered with the cost of demolition assessed against the property.

Respectfully submitted,

David Bell  
Building Official

DB:bkd

cc: Srinivasu Angadala, 4405 Norwalk DR-Apt. 4, San Jose, CA 95129



## CAR SHARING PILOT PROGRAM OPERATING AGREEMENT

This OPERATING AGREEMENT (“**Agreement**”) is entered into as of the Effective Date, as herein defined, by and between the CITY OF DETROIT, a Michigan municipal corporation acting through its Department of Public Works (“**CITY**”), located at the Coleman A. Young Municipal Center, 2 Woodward Avenue, Suite 611, Detroit, Michigan 48226, and MAVEN DRIVE LLC, a Delaware limited liability company (“**MAVEN**”), located at 29360 William Durant Blvd., MS: 480-111-S1, Warren, Michigan 48092-2025. The CITY and MAVEN may each be referred to herein as a “**Party**” or collectively as the “**Parties**” to this Agreement, as applicable.

### RECITALS

**Whereas**, the CITY owns and operates public parking facilities, including surface parking lots, parking garages, and other facilities (“**City Facilities**”) in Detroit; and

**Whereas**, the CITY maintains jurisdiction over certain streets, roads, and other public rights of way within Detroit (“**City ROW**”) and, within its authority to protect the public peace, health, safety, and welfare within Detroit, administers and enforces various ordinances, rules, and other requirements to manage the flow of traffic along City ROW, including use for vehicular parking; and

**Whereas**, the CITY desires to reduce overall traffic congestion within the City ROW and demand on public parking resources, as well as to facilitate access to a variety of transportation alternatives and increase the mobility options available to Detroit residents and visitors; and

**Whereas**, the CITY desires to decrease vehicle emissions and overall air pollution levels in Detroit; and

**Whereas**, car sharing programs have demonstrated the ability to improve the mobility options for individuals in urban environments, reduce overall traffic congestion and demand on public parking resources, and decrease vehicle emissions and air pollution levels in areas in which they operate; and

**Whereas**, MAVEN operates a member-based transportation, car rental, and car sharing service, whereby MAVEN makes a fleet of vehicles (“**Shared Vehicles**”) available to its members on a self-service basis for hourly, daily, and other short-term rental periods through an automated online and app-based reservation and membership account platform; and

**Whereas**, MAVEN does not constitute a “limousine carrier,” a “taxicab carrier,” a “transportation network company,” or a “dispatch system provider” as defined in Michigan Public Act 345 of 2016 or any associated administrative rules or regulations, and is not subject to Public Act 345 or its rules or regulations; and





BY COUNCIL MEMBER \_\_\_\_\_

**WHEREAS**, the City of Detroit and Maven Drive, LLC desires to increase the accessibility of MAVEN's Car sharing program in multiple neighborhoods in Detroit through the strategic utilization of parking spaces located in City Facilities and within the City ROW ("**Pilot Program**");

**WHEREAS**, the purpose of this agreement is to set forth the terms and conditions under which the Parties will expand accessibility of car sharing opportunities throughout Detroit through implementation of the City's car sharing Pilot Program. As part of this Pilot Program, the CITY will ease or license certain parking spaces located within CITY-owned lots and garages and the CITY ROW ("Dedicated Spaces") to MAVEN for MAVEN's exclusive use for Shared Vehicles. Also as part of this Pilot Program, MAVEN will utilize those Dedicated Spaces for the exclusive purpose of operating its car sharing service in accordance with the terms and conditions set forth herein

**RESOLVED**, the CITY hereby leases to MAVEN, and MAVEN hereby leases from the CITY, the Dedicated Spaces located in or on City Facilities in such numbers and at such locations as are determined by mutual agreement of the Parties. The City hereby licenses to MAVEN, and MAVEN hereby licenses from the CITY, the exclusive use of Dedicated Spaces located within the City ROW in such numbers and at such locations as are determined by mutual agreement of the Parties.

**PROVIDED**, the initial numbers and locations of the Dedicated Spaces are provided in detail in Exhibit A of the Agreement. The numbers and locations of the Dedicated Spaces may be revised from time to time by mutual agreement of the Parties.

**PROVIDED**, the Dedicated Spaces will be for MAVEN's exclusive use and occupancy. The use is solely for the purposes of parking Shared Vehicles as part of its operation of its car sharing service.

**PROVIDED**, MAVEN agrees to that Dedicated Spaces must be geographically distributed, for every two (2) Dedicated Spaces within the Greater Downtown Area, at least one (1) Dedicated Space will be located outside the Greater Downtown Area.

**PROVIDED**, both Parties will adhere to the language of the Agreement regarding signage, maintenance, utilization, exclusivity, enforcement, conflicting uses and temporary relocation.

not authorized to be used for long-term storage, traditional water-based washing, or maintenance or repair of vehicles, including Shared Vehicles, or for any purpose other than the parking of Shared Vehicles. MAVEN's use and occupancy of any Dedicated Space for any purpose other than the operation of its car sharing service, or its failure to use any Dedicated Space in accordance with its customary policies and procedures and the terms and conditions set forth herein, will constitute a default of such lease or license of that Dedicated Space.

- 2.05: Distribution of Dedicated Spaces.** At any time during the term of this Agreement, the Dedicated Spaces must be geographically distributed, such that for every two (2) Dedicated Spaces located within the Greater Downtown Area at least one (1) Dedicated Space will be located outside the Greater Downtown Area, as defined in **Exhibit B** of this Agreement. Of the Dedicated Spaces to be located outside the Greater Downtown Area, the Parties will make reasonable efforts to consider locating such spaces within the neighborhoods identified by the Detroit Planning and Development Department as "twenty-minute neighborhoods."
- 2.06: Signage at Dedicated Spaces.** As part of MAVEN's use and occupancy of each Dedicated Space, MAVEN will provide at its sole cost and expense signage for each Dedicated Space that is sufficient to clearly identify the Dedicated Space as for the exclusive use and occupancy of a Shared Vehicle.
- (a) MAVEN will design, fabricate, and deliver signage to the CITY for installation. Such signage must be constructed of metal or other durable material, identify the Dedicated Space as being associated with MAVEN's car sharing service and clearly identify MAVEN's name, branding, and contact information, and state that such Dedicated Space is for the exclusive use and occupancy of a Shared Vehicle. The design and content of such signage is subject to reasonable approval by the CITY for adherence to these criteria.
  - (b) The CITY will install signage at each Dedicated Space. Such signage should, to the extent feasible, be located in the sidewalk portion of the CITY ROW adjacent to the Dedicated Space, be posted on a freestanding pole at a height not to exceed seven (7) feet above the sidewalk grade level.
  - (c) The CITY will remove (i) all such signage upon the earlier of the expiration or termination of this Agreement, and (ii) any individual sign within a reasonable period after MAVEN ceases using the Dedicated Spaces associated therewith pursuant to the other terms and conditions of this Agreement.
  - (d) All costs and expenses associated with any activities associated with the signage described herein, including their design, fabrication, delivery, installation, and removal are solely and exclusively MAVEN's. Before installing or removing any such signage, the CITY must notify MAVEN in writing of the cost thereof and the proposed location of such signage. If the cost or location of any such installation is unacceptable to MAVEN, then MAVEN may decline to lease or license the Dedicated Space associated with such signage. If the cost of any such removal is unacceptable to MAVEN, then MAVEN may remove such signage at its sole cost and expense and in compliance with all Applicable Laws. If MAVEN fails to respond to any notice required by this paragraph within fifteen

(15) business days after receipt thereof, then MAVEN will be deemed to have consented to the cost set forth therein.

- (e) Notwithstanding any provision of this Section to the contrary, (i) CITY, at CITY's sole cost and expense, shall be solely responsible for obtaining all governmental approvals required by Applicable Laws to install, maintain, and remove such signs including, but not limited to, permits for encroachment and construction, as applicable, and (ii) it shall be a condition precedent to Mavens' duty to pay CITY the fee for each Dedicated Space that CITY install the signage referenced in this Section in accordance with this Section. Any payment due by MAVEN to CITY pursuant to this Section shall be payable within sixty (60) days after the date that MAVEN receives an invoice, accompanied by reasonable evidence, therefor.

**2.07: Maintenance of Dedicated Spaces.** MAVEN will keep all Dedicated Spaces in generally clean, sanitary and safe condition and in good order and repair. MAVEN will be responsible for regular cleaning and maintenance of Dedicated Spaces at its own expense, including removal of debris, glass, garbage, snow, and other obstacles from each Dedicated Space and its immediate vicinity. In the event that any Dedicated Space is damaged or destroyed, MAVEN will promptly notify the CITY of such damage or destruction, take whatever steps as may be reasonably necessary to prevent further damage or destruction, and coordinate with the City for the repair, restoration, or reconstruction of the Dedicated Space in accordance with CITY's applicable standard specifications.

**2.08: Utilization of Dedicated Spaces.** MAVEN must use each Dedicated Space for no less than seventy-five percent (75%) of the time during each month. A Dedicated Space will be considered in "use" by MAVEN if it is physically occupied by a Shared Vehicle that is available for use by a member of MAVEN's car sharing service or if the Shared Vehicle associated with the Dedicated Space is in use by a member of MAVEN's car sharing service.

**2.09: Exclusivity.** No other tenant, occupant, or car share service has or will have any right to use or occupy the Dedicated Spaces assigned to MAVEN under the Pilot Program for the duration of this Agreement.

**2.10 Enforcement.** To provide for MAVEN's exclusive use and occupancy of the Dedicated Spaces, the CITY will strictly enforce the following traffic and parking standards for Dedicated Spaces:

- (a) Dedicated Spaces are exclusively available for the use of Shared Vehicles
- (b) A Dedicated Space may be occupied by any Shared Vehicle without temporal or durational limitations.
- (c) Vehicles other than Shared Vehicles occupying a Dedicated Space are subject to the CITY's customary parking enforcement measures.

- (d) Shared Vehicles occupying any Dedicated Space in violation of the standards, terms, and conditions of this Agreement are subject to the CITY's customary parking enforcement measures.

As part of its enforcement efforts, the CITY may install curbside painting, striping, and other markings sufficient to clearly identify the Dedicated Spaces. MAVEN acknowledges that such traffic and parking enforcement standards under the CITY's general authority to protect the health, safety, and welfare of the public and as such will be generally applicable to all vehicles operating within the City ROW, including but not limited to Shared Vehicles.

- 2.11: **Conflicting Uses and Temporary Relocations.** MAVEN understands and acknowledges that the City Facilities and City ROW may be subject to multiple conflicting uses, including but not limited to construction or excavation activities, street closures, or special events ("Conflicting Use") that may from time to time render one or more Dedicated Spaces unavailable to MAVEN and its members. In the event of a Conflicting Use, MAVEN must remove Shared Vehicles from all affected Dedicated Spaces prior to the scheduled commencement of the Conflicting Use and cause such Dedicated Spaces to remain free of Shared Vehicles for the duration of the Conflicting Use. The CITY will use reasonable efforts to provide MAVEN with no less than seventy-two (72) hours' advance notice of any Conflicting Use. Such notice will include the expected geographic range and duration of the Conflicting Use, as well as other additional information, to the extent possible, that MAVEN may reasonably need to provide sufficient accommodations. If the Conflicting Use is scheduled or otherwise reasonably expected to last for more than seventy-two (72) consecutive hours, then the CITY and MAVEN will collaborate to temporarily relocate all affected Dedicated Spaces to mutually agreeable alternative locations for the duration of the Conflicting Use.
- 2.12: **Right of Entry.** The CITY and its authorized representatives have the right to enter the Dedicated Spaces at all reasonable times for the purpose of examination or inspection to ensure MAVEN's compliance with this Agreement.

### ARTICLE III: CAR SHARING OPERATIONAL STANDARDS

- 3.01: **Car Sharing Service.** MAVEN operates a membership-based car sharing service that includes an automated online reservation and membership account platform, telephone and online customer support service, and keyless vehicle entry system. MAVEN will make its car sharing service available to its members on a self-service basis twenty-four (24) hours per day, seven (7) days per week. MAVEN will make all Dedicated Spaces and associated Shared Vehicles accessible to its general membership as part of the ordinary operations of its car sharing service and will not restrict such accessibility to certain members, limited hours or other similar limitations.
- 3.02: **Vehicle Maintenance.** MAVEN will keep all Shared Vehicles in clean condition, free of dust, garbage, discarded items, and other debris, and will maintain all Shared Vehicles in

good working order in accordance with all applicable manufacturer maintenance recommendations.

- 3.03: **Vehicle Registration and Inspection.** MAVEN must ensure that all Shared Vehicles are registered in the State of Michigan and are at all times in compliance with the Michigan Vehicle Code, including all applicable inspection and insurance requirements.
- 3.04: **Fees and Fines.** MAVEN will be responsible for the timely payment of all fees and fines associated with Dedicated Spaces and Shared Vehicles, including but not limited to registration and permit fees, parking tickets, and moving violations.
- 3.05: **Identification of Vehicles.** MAVEN must affix to the exterior of each Shared Vehicle its logo or other branding to clearly identify the Shared Vehicle as part of its car sharing service and will maintain such identification in good and legible condition. To further facilitate identification of Shared Vehicles by the CITY, MAVEN may provide the CITY with the vehicle identification number, or other similar identification information, of each Shared Vehicle.
- 3.06: **Emissions Standards.** MAVEN must ensure that Shared Vehicles comply with U.S. Environmental Protection Agency Tier 3 emissions standards.

**ARTICLE IV: COMPENSATION**

- 4.01: **Compensation.** As compensation for its lease or license of the Dedicated Spaces, MAVEN will pay to the CITY a sum equal to the number of Dedicated Spaces of each type (City Facility, metered City ROW, non-metered City ROW) multiplied by the fee per Dedicated Space of each type, as set forth in the following schedule:

<b>Location Type:</b>	<b>Fee (per Dedicated Space, per month):</b>
City Facility	[Applicable Monthly Parking Rate at City Facility]
Metered City ROW	\$125
Non-Metered ROW	\$62.50

Such monthly payment will be calculated as ((number of City Facility Dedicated Spaces] x [*Fee for Dedicated Spaces in City Facilities*]) + ((number of Metered City ROW Dedicated Spaces] x [*Fee for Metered City ROW Dedicated Spaces*]) + ((number of Non-Metered ROW Dedicated Spaces] x [*Fee for Non-Metered City ROW Dedicated Spaces*])).

The fee for each type of Dedicated Space may be revised from time to time by mutual agreement of the Parties, to become effective not less than thirty (30) days following the date that such revision is executed in writing by the Parties. Any such revision will supplement, but will not constitute an amendment to, this Agreement. The Parties may use the form of the "Operating Agreement Supplement," attached hereto in **Exhibit C**, to so supplement this section.

Compensation for the lease or license of a Dedicated Space for a portion of any month may be prorated on a per-diem basis. The prorated compensation will be calculated as the applicable monthly fee, divided by the number of days in the month, multiplied by the number of days that the Dedicated Space is in use, including when a Dedicated Space is unavailable due to Conflicting Uses, per Section 2.11 herein, if a suitable relocation is found. If a Dedicated Space is not dedicated for use for any day in a given month, then no payment will be due for such Dedicated Space for such month.

**4.02 Invoice and Payment.** MAVEN will submit all payments to the CITY on a monthly basis. For each respective month, MAVEN will pay all amounts due on or prior to the first business day of every month. Payments are payable to "City of Detroit Municipal Parking Department" and will be submitted to the City at the address provided in Section 13.01 herein, or such other address as the CITY may from time to time designate in writing to MAVEN.

**4.03: Rate Changes.** The CITY may from time to time and in its sole discretion adjust its parking fees at City Facilities or its meter rates. MAVEN acknowledges and agrees that the fees associated with each Dedicated Space are subject to change at rates in accordance with any adjustments by the CITY to the parking fees at City Facilities or meter rates. The CITY will provide MAVEN with at least thirty (30) days advance notice prior to the effective date of any changes to fees associated with Dedicated Spaces.

**4.04: Holding Over.** If MAVEN retains possession of any one or more Dedicated Spaces after the expiration or termination of this Agreement by lapse of time or otherwise, MAVEN will continue its tenancy or licensure, as applicable, from month to month under the terms and conditions of this Agreement until an amendment or new agreement is executed between the City and MAVEN, or until the CITY serves a notice to vacate upon MAVEN, or until MAVEN vacates all Dedicated Premises. The provisions of this Section are not to be deemed to limit or exclude any of the City's rights of reentry or any other right granted to City according to the terms of this Agreement or under law.

#### **ARTICLE V: INTELLECTUAL PROPERTY**

**5.01: License.** The Parties agree that the use of their names, logos, trademarks, and service marks ("Marks") may be helpful in providing public communications regarding car sharing. Each Party hereby grants to the other Party a non-exclusive, non-transferrable, royalty-free license to use its Marks to notify MAVEN's members of the availability of Shared Vehicles at the Dedicated Spaces and to generally promote the overall accessibility of car sharing in Detroit. Except as provided in the preceding sentence, no license under any existing or future trademark of either Party, by implication or otherwise, is granted to the other Party under this Agreement. A Party's license to use its Marks may be revoked by the Party at any time, whereupon the other Party must immediately cease its use of such Marks.

#### **ARTICLE VI: REPORTING AND RECORDKEEPING**

**6.01: Survey.** No later than twelve (12) months following the Effective Date of this Agreement and annually thereafter, MAVEN will survey its local members, including those members whom MAVEN identifies as Detroit residents and those members who have rented a Shared Vehicle located in Detroit at any time in the preceding twelve (12) months, to determine such members' general satisfaction with MAVEN's car sharing services in Detroit, which may include but will not necessarily be limited to members' satisfaction with:

- (a) The accessibility and geographic dispersion of the Shared Vehicles in Detroit;
- (b) The types of Shared Vehicles available in Detroit;
- (c) Pricing; and
- (d) The use of car sharing among other modes of transportation, such as personal vehicle, taxi/limo, public transit, bicycle, etc.

The specific form, content, design, and other parameters of the survey will be determined by mutual agreement of the Parties. Upon completion of the each survey, MAVEN will submit to the City all raw data, as well as all associated analyses and reporting, if any, within thirty (30) days after the completion of the survey.

**6.02: Reporting.** Commencing ninety (90) days following the Effective Date of this Agreement and on a quarterly basis thereafter, MAVEN will submit to the CITY a report of its car sharing operations within Detroit for each preceding quarter. The form and content of such reports will be determined by mutual agreement of the Parties, and may include but will not necessarily be limited to:

- (a) The number of Shared Vehicles and locations of associated Dedicated Spaces in Detroit;
- (b) The number and geographic distribution of its members identified as Detroit residents;
- (c) The number of members utilizing each Shared Vehicle;
- (d) The number of hours for which each Shared Vehicle was reserved; and
- (e) The number of vehicle-miles traveled by each Shared Vehicle.

Such reporting will be limited to aggregate data and will not include information on individual members that MAVEN is obligated to maintain as confidential.

**6.03: Meetings.** Representatives of the Parties will meet, whether in person or by video or telephone conference, at their mutual convenience on a periodic basis to review their performance under this Agreement, the results of MAVEN's reporting and surveys, and any other relevant issues that may arise from time to time.

**6.04: Recordkeeping.** Each Party will maintain, source documents, records, and other information pertinent to its activities under this Agreement for a minimum of two (2) years following the expiration or termination of this Agreement, but in no case for less time than may be required to maintain compliance with Applicable Laws.

**6.05: Confidentiality.** Each Party will keep, all source documents, records, and other information pertinent to its activities under this Agreement confidential and will refrain from releasing such information to third parties without notice to the other Party, subject to any disclosure requirements contained in the Michigan Freedom of Information Act, Public Act 442 of 1976, as amended, or other Applicable Laws, as defined herein.

**ARTICLE VII: INSURANCE**

**7.01 Coverage.** MAVEN assumes all risks of its operations and use of the Dedicated Spaces and must maintain at its expense during the term of this Agreement the following insurance:

<b>Type:</b>	<b>Amount Not Less Than:</b>
Workers' Compensation	Michigan Statutory minimum
Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law)	\$1,000,000.00 combined single limit for bodily injury and property damage

MAVEN must provide to the CITY certificates of insurance evidencing compliance with the insurance requirements set forth above.

**7.02 Additional Insured.** MAVEN's commercial general liability insurance policy must include an endorsement naming the "City of Detroit" as an additional insured. The additional insured endorsement must provide coverage to the additional insured with respect to liability arising out of the named insured's operations at or use of the Dedicated Spaces. The commercial general liability policy must state that MAVEN's insurance is primary and not excess over any insurance already carried by the City of Detroit and provide blanket contractual liability insurance for all written contracts.

**7.03: Prior Notice.** All insurance policies must be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice to the City. Certificates of insurance evidencing the coverage required by this Agreement must be submitted to the City upon MAVEN's execution of this Agreement in a form acceptable to the CITY.



- 7.04: **Contractors.** If any work is contracted out by MAVEN for any work at the Dedicated Spaces in connection with this Agreement, MAVEN will require each contractor to obtain and maintain the types and limits of insurance set forth herein and shall require documentation of same, copies of which shall be promptly furnished to the CITY.
- 7.05: **Deductibles.** MAVEN will be responsible for payment of all deductibles contained in any insurance required under this Agreement. The provisions requiring MAVEN to carry the insurance required herein shall not be construed in any manner as waiving or restricting the liability of MAVEN under this Agreement.
- 7.06: **Revisions to Coverage.** If during the term of this Agreement, changed conditions or other pertinent factors, in the reasonable judgment of the CITY, render inadequate the insurance limits stated above, MAVEN will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such additional insurance will be obtained at MAVEN's expense, under valid and enforceable policies issued by insurers of recognized responsibility which are well-rated by national rating organizations and are reasonably acceptable to the CITY.

#### ARTICLE VIII: INDEMNITY

- 8.01 **Indemnity.** MAVEN will indemnify and save harmless the CITY and all other affiliated, or subsidiary entities or commissions now existing or hereafter created, their agents and employees against and from any and all third party liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, architects, engineers and other consultants) which may be imposed upon, incurred by or asserted against CITY by reason of any of the following occurring at or on the Dedicated Spaces during the term of this Agreement:
- (a) Any work, act, error, omission or thing done in or about the Dedicated Spaces, or any part thereof or affecting same, by MAVEN or its agents, subcontractors, employees, licensees, invitees, or associated, affiliated or subsidiary entities of MAVEN (herein all collectively called "Associates") for whose acts any of them might be liable;
  - (b) Any use, possession, occupation, or operation of MAVEN's equipment;
  - (c) Any negligent or tortious act or omission of MAVEN;
  - (d) Any failure by MAVEN to perform its obligations under this Agreement; and
  - (e) Any loss or expense incurred by an employee of the CITY which arises out of or pursuant to MAVEN's performance or nonperformance under this Agreement.

The laws of the State of Michigan, as interpreted by a Michigan court of law, will be applied to determine percentages of fault resulting from claims successfully adjudicated for damages by third parties against MAVEN and the CITY.

- 8.02 **Condition of the Dedicated Spaces.** MAVEN has examined and inspected the Dedicated Spaces and takes them "AS IS". In the event MAVEN finds what it determines in its

reasonable judgment to be a latent defect in a Dedicated Space that was not obvious upon prior examination and inspection, it may immediately vacate such Dedicated Space without obligation to continue payment of monthly fees for the Dedicated Space. The CITY has made no warranties or representations of whatever nature in connection with the condition of the City Facilities, City ROW, or Dedicated Spaces, and the CITY will not be liable for any defects contained therein. The CITY makes no warranties or representations, express or implied, as to title to its interest in the Dedicated Spaces. In the event that MAVEN learns that the CITY does not have title to, interest in, or jurisdiction over a Dedicated Space at any time during the Term, then it may immediately vacate the Dedicated Space without obligation to continue payment of monthly fees for the Dedicated Space. Further, the CITY agrees to provide MAVEN either reimbursement or credit against future fees under this Agreement for any advance fee paid to the CITY for Dedicated Spaces that have been found to have latent defects or to which the CITY has no title, interest, or jurisdiction.

- 8.03 Personal Property and Equipment.** MAVEN agrees that it is its responsibility to safeguard its property and equipment that it or its contractors use or have in their possession on or about the Dedicated Spaces and MAVEN agrees to hold the CITY harmless for any loss or damage of such property or equipment. Further, except as otherwise provided herein, the CITY will not be responsible or liable to MAVEN for any loss or damage that may be occasioned by or through the acts or omissions of third parties.

#### **ARTICLE IX: EFFECTIVE DATE, TERM, TERMINATION**

- 9.01: Term and Effective Date.** The term of this Agreement will commence on the Effective Date and continue for a period of two (2) years, unless otherwise terminated pursuant to the provisions of this Agreement. The Effective Date of this Agreement will be the date upon which this Agreement has been fully executed by a duly authorized agent of each Party and has been approved by the City of Detroit Law Department, and the transactions contemplated hereby have been approved pursuant to the Resolution of the Detroit City Council as approved by the Mayor of the City of Detroit.
- 9.02: Termination for Convenience.** Either Party may terminate this Agreement by providing notice of termination to the other Party. Such termination will become effective sixty (60) days following the date of the notice of termination.
- 9.03: Default and Termination for Cause.** Each of the following occurrences constitutes a default under the Agreement (“**Event of Default**”):
- (a) The failure of MAVEN to submit payments when due;
  - (b) The material failure by either Party in the performance of any covenant, obligation, agreement or provision of this Agreement;
  - (c) The filing of a petition by or against MAVEN (i) in any bankruptcy or other insolvency proceeding; (ii) seeking any relief under any state or federal debtor relief law; (iii) for the appointment of a liquidator or receiver for all or

- substantially all of MAVEN's property or for MAVEN's interest in this Agreement;
- (d) The abandonment or vacation by MAVEN of the Dedicated Spaces;
  - (e) The assignment by MAVEN for the benefit of its creditors.

Upon the occurrence of any Event of Default under this Agreement, the Party not in default may notify the defaulting Party in writing. The defaulting Party will have thirty (30) days after the date of such written notice to cure the default or, in the event of a default that is not capable of being cured within the 30-day cure period, to diligently pursue the cure to completion. Failure to cure such default as provided above shall be considered a material breach of this Agreement. Upon either Party's material breach of this Agreement, the Party not in material breach may, in its sole discretion: (a) seek specific performance of the applicable obligation that is the subject of a material breach; (b) elect to cure or perform the applicable obligation that is the subject of the material breach; or (c) issue a notice of termination to the Party in material breach, whereupon this Agreement shall be terminated. In no event and under no circumstances will MAVEN seek or be entitled to money damages.

**9.04 No Waiver.** No failure by the CITY or MAVEN to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement or to exercise any right, power or remedy consequent upon a breach thereof and no acceptance of full or partial compensation by the CITY during the continuance of any such breach by the CITY shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

**9.05 Disposition Upon Conclusion or Termination.** Upon the conclusion or earlier termination, whether for convenience or cause, of this Agreement, MAVEN will promptly unwind its car sharing operations at the Dedicated Spaces. Specific actions that MAVEN will undertake shall include, but are not limited to:

- (a) Removal of all Shared Vehicles from Dedicated Spaces;
- (b) Removal of all signage from all Dedicated Spaces;
- (c) Restoration of all Dedicated Spaces to the same or similar conditions under which MAVEN first took possession.
- (d) Removal of all Dedicated Spaces from MAVEN's automated online reservation and membership account platform.

## **ARTICLE X: COMPLIANCE WITH LAWS**

**10.01: In General.** Each party is individually responsible for remaining in compliance in all respects with all applicable federal, state, and local laws, rules, regulations, and orders having the binding effect of law (collectively, "**Applicable Laws**"). Neither Party will be responsible for ensuring the other Party's compliance with Applicable Laws at any time, unless so required under Applicable Laws. Any material violation of Applicable Laws by

one Party will constitute a material breach and grounds for termination of this Agreement by the other Party in accordance with Section 9.03, herein.

**10.02: Non-Discrimination.** MAVEN will refrain from refusing, restricting, withholding, or denying any accommodations, services, privileges, advantages or facilities or otherwise discriminating, directly or indirectly, against its members or prospective members on the basis of race, color, ethnicity, national origin, religious beliefs or practices, age, disability, pregnancy, marital status, parental status, military status, employment or educational status, gender, sex, sexual orientation, gender identity or expression, or any other protected classification, in accordance with Chapter 27 of the Detroit City Code and other Applicable Laws. Notwithstanding the above, all MAVEN members must meet MAVEN's membership eligibility criteria, including age restrictions, and MAVEN may terminate any membership in its sole business judgment.

**10.03: Avoidance of Conflicts.** MAVEN represents that it presently has no interest, direct or indirect, and does not intend during the term of this Agreement to acquire any such interest or employ any person having any such interest, which would conflict in any manner or degree with the performance of this Agreement.

#### ARTICLE XI: ASSIGNMENT AND SUBLEASE

**11.01 Assignment.** Either Party may assign its respective rights and obligations under this Agreement to an affiliate entity with 15 days' prior written notice and receipt of consent of the other Party. Such consent shall not be withheld unreasonably by either Party.

**11.02: Sublease.** MAVEN has no right to sublease or sublicense any Dedicated Space without the prior written consent of the City in each instance. Such consent may be withheld by the City for any reason or no reason whatsoever. Any sublease or sublicense in violation of this Section constitutes a material and non-curable breach for which the City may terminate the Agreement immediately upon notice to MAVEN.

#### ARTICLE XII: AMENDMENTS

**12.01: Amendments.** The Parties may from time to time consider it in their best interest to change, modify or extend a term, condition or covenant of this Agreement. Any such change, modification or extension, which is mutually agreed upon by and between the parties shall be incorporated in a written amendment ("Amendment") to this Agreement. Notwithstanding the foregoing, the Parties may revise the numbers and locations of Dedicated Spaces in accordance with Section 2.03 herein, as well as the fee for each type of Dedicated Space in accordance with Section 4.01 herein, which will constitute a supplement of, and not an amendment to, this Agreement. No Amendment to this Agreement will be effective unless it is in writing, expressly makes reference to this Agreement, is executed by a duly authorized representative of each Party, is approved by the City of Detroit Law Department, and is approved pursuant to Resolution of the Detroit City Council, as approved by the Mayor of the City of Detroit, that incorporates such Amendment.

**ARTICLE XIII: NOTICES**

**13.01 Notices.** All notices, requests, notifications, and other communications (collectively, “Notices”) related to this Agreement will be given by a Party in writing, signed by an authorized representative of the Party, and hand delivered, mailed by first-class mail, or mailed by overnight courier and addressed as follows:

If to the CITY: Detroit Department of Public Works  
Coleman A. Young Municipal Center  
2 Woodward Avenue, Suite 611  
Detroit, Michigan 48226  
*Attention:* Ron Brundidge

With a copy to: City of Detroit Office of Mobility Innovation  
Coleman A. Young Municipal Center  
2 Woodward Avenue, Suite 1126  
Detroit, Michigan 48226  
*Attention:* Mark De la Vergne

For notices issued under Section 9.03, with a copy to: City of Detroit Law Department  
Coleman A. Young Municipal Center  
2 Woodward Avenue, Suite 501  
Detroit, Michigan 48226  
*Attention:* Lawrence Garcia

If to MAVEN: Maven Drive LLC  
Warren Technical Center  
29360 William Durant Blvd.  
MS: 480-111-SI  
  
Warren, Michigan 48092-2025  
*Attention:* Chief Operating Officer

With a copy to: Maven Drive LLC Legal  
300 Renaissance Center  
M/C: 482-D39-B32  
Detroit, Michigan 48265  
*Attention:* Maven Legal

With a copy to: c/o Real Estate  
300 Renaissance Center  
MC 482-C19-GRE

Detroit, MI 48265  
Attention: Global Director of Real Estate

All Notices shall be deemed given on the day of mailing. Either Party to this Agreement may change its address for the receipt of Notices at any time by giving written notice thereof to the other as herein provided. Any Notice given by a Party must be signed by any authorized representative of such Party.

#### ARTICLE XIV: MISCELLANEOUS TERMS

- 14.01: Independent Parties.** The Parties acknowledge and agree that the CITY and MAVEN are independent of each other and do not intend, as a result of this Agreement or otherwise, to become a joint venture, partners, employees, servants, agents, representatives, contractors, or any type of related business entities to one another with respect to the subject matter of this Agreement.
- 14.02: Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of any of the successors and assigns of the Parties, subject to the restrictions on assignment contained herein.
- 14.03: Non-exclusivity.** Subject to Section 2.09 herein, the Parties acknowledge and agree that this Agreement is nonexclusive, such that the CITY may enter into operating agreements as part of the Pilot Program with car sharing operators other than MAVEN and that MAVEN may enter into leases, licenses, and other agreements with property owners other than the CITY as part of its car sharing operations in Detroit.
- 14.04 Force Majeure.** Neither Party will be responsible or liable to the other Party for non-performance or delay in performance of any of the terms or conditions of this Agreement due to acts or occurrences beyond the control of the nonperforming or delayed Party, including without limitation, acts of God, acts of government, terrorism, wars, riots, strikes or other labor disputes, shortages of labor or materials, fires, and floods, provided that the non performing or delayed Party provides to the other Party written notice as soon as possible, but in no event more than 30 days after the force majeure event occurs, of the existence of and the reason for such nonperformance or delay.
- 14.05: Merger.** This Agreement, including the Exhibits and Amendments hereto, contains the entire agreement between the Parties and all prior negotiations and agreements are merged herein. Neither MAVEN, the CITY, nor their respective agents has made any representations or warranties with respect to the Dedicated Spaces or this Agreement, except as expressly set forth herein, and no rights, or remedies are or shall be acquired by the Parties by implication or otherwise unless expressly set forth herein.
- 14.06: Choice of Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan. MAVEN agrees, consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action brought against it arising under this Agreement. MAVEN agrees that

service of process at the address and in the manner specified in Section 11 will be sufficient to put MAVEN on notice and hereby waive any and all claims relative to such notice. MAVEN and the CITY also agree that they will not commence any action against the other party because of any matter whatsoever arising out of or related to the validity, construction, interpretation, and enforcement of this Agreement in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction can be had in either the Michigan Court of Appeals, Michigan Supreme Court or the U.S. District Court for the Eastern District of Michigan, Southern Division.

**14.07: Severability.** In the event that any provision in this Agreement or its application is found by a court to be impermissible, invalid, or unenforceable, then that provision will be stricken and will be replaced by a provision that is permissible, valid, and enforceable, and by mutual agreement of the Parties comes closest to expressing the intent of the stricken provision. The remainder of this Agreement shall remain in full force and effect in accordance with its original overall intent the fullest extent permitted by Applicable Laws.

**14.08: Interpretation.** Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa. Unless the context otherwise expressly requires, the words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section. This Agreement shall be construed to give effect to its terms without any presumption that it is to be construed against its draftsman or otherwise construed in favor of or against either Party. Each Party has been represented by counsel of its choice and has participated equally in connection with the preparation, negotiation and execution of this Agreement.

**14.09: Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. Each counterpart may be executed by facsimile or electronic signature, which will be deemed to be an original signature, to the extent permitted by Applicable Laws.

**14.10. Authority of the City.** Notwithstanding anything in this Agreement or otherwise to the contrary, the CITY shall not be authorized or obligated to lease, license, or otherwise convey the Dedicated Spaces to MAVEN until this Agreement has been fully executed by the duly authorized representatives of the CITY, as well as approved by the Detroit City Council, the Mayor of the City of Detroit, the City of Detroit Law Department and any other City financial review commission or board as required by Applicable Laws. Any Amendment must likewise be duly approved by the City Council, the Mayor, and the Law Department.

[Signatures appear on next page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates shown below, to be effective as of the Effective Date.

CITY OF DETROIT,  
a Michigan municipal corporation

By: [Signature]  
Name: RON BRUNDIDGE  
Its: DPW DIRECTOR  
Date: NOVEMBER 7, 2018

MAVEN DRIVE LLC,  
a Delaware limited liability company

By: [Signature]  
Name: Debra Homic Hoge  
Its: Global Director  
Date: 11/2/18

Execution Recommended  
Real Estate  
By: [Signature]

Approved by Detroit City Council on:

\_\_\_\_\_

\_\_\_\_\_

Chief Procurement Officer

In accordance with §18-5-4 of the Detroit City Code, I hereby certify that proper and fair consideration has been received by the City pursuant to this contract.

Approved as to form in accordance with § 7.5-206 of the 2012 City of Detroit Charter.

\_\_\_\_\_

Finance Director

\_\_\_\_\_

Supervising Assistant Corporation Counsel

**THIS AGREEMENT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY THE DETROIT CITY COUNCIL.**



MAVEN ACKNOWLEDGMENT

STATE OF MICHIGAN    )  
                                  )SS.  
COUNTY OF WAYNE    )

The foregoing instrument was acknowledged before me on this 2<sup>nd</sup> day of November 2018, by Debra H. Hoge, the Director on behalf of Maven Drive LLC, a Delaware limited liability company.

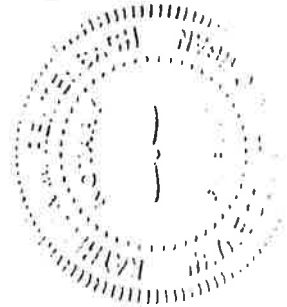
Kathleen M. Rentenbach

Notary Public, Wayne County, MI

My commission expires:

\_\_\_\_\_

KATHLEEN M. RENTENBACH  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Sep 22, 2021  
NOTING IN COUNTY OF Wayne



**EXHIBIT A:  
DEDICATED SPACES**

<b>Name</b>	<b>Location*</b>	<b>Type</b>	<b>Num. Spaces</b>	<b>Monthly Fee**</b>
Bagley & Trumbull	Southern side of Bagley Avenue, between Trumbull Avenue and 8 <sup>th</sup> Street	Non-Metered ROW	1	\$62.50
Woodward & Clifford	Northern side of Clifford Street, between Woodward Avenue and Griswold Street	Non-Metered ROW	1	\$62.50
Woodward & Adams	Northern side of West Adams Street, between Woodward Avenue and Park Avenue	Non-Metered ROW	1	\$62.50
Warren & Second	Northern side of West Warren Avenue, between 2 <sup>nd</sup> Street and A. Wayne Drive	Metered ROW	1	\$125.00
Prentis Building	Western side of Cass Avenue, between Kirby Street and Putnam Street	Non-Metered ROW	1	\$62.50
Vernor & Cavalry	Western side of Cavalry Street, between McMillan Street and Vernor Highway	Non-Metered ROW	1	\$62.50
<b>TOTALS:</b>			<b>6</b>	<b>\$437.50</b>

\*Exact siting of spaces within each location to be determined in consultation with the Detroit Municipal Parking Department and Department of Public Works.

\*\*Restatement of the monthly fee applicable to each space, based on the Fee Schedule established in Section 4.01 herein.

CITY ACKNOWLEDGMENT

STATE OF MICHIGAN    )  
                                  )SS.  
COUNTY OF WAYNE    )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,  
by \_\_\_\_\_, of the \_\_\_\_\_ Department of the City of Detroit, a  
Michigan municipal corporation.

\_\_\_\_\_

\_\_\_\_\_

Notary Public, Wayne County, MI

My commission expires:

\_\_\_\_\_

**EXHIBIT B:**  
**GREATER DOWNTOWN AREA**

The Greater Downtown Area includes all of that portion of the City of Detroit within the area bounded by the Detroit River and the center lines of Steve Yzerman Drive (extended to the Detroit River), John C. Lodge Freeway (M-10), Edsel Ford Freeway (I-94), Fisher Freeway (I-75), Interstate 375 (I-375), East Jefferson Avenue, and Rivard Street (extended to the Detroit River).

**EXHIBIT C:**

**[First] Operating Agreement Supplement**

This [First] Operating Agreement Supplement (“**Supplement**”) is entered into pursuant to that certain Car Sharing Pilot Program Operating Agreement (as amended and modified from time to time, the “**Agreement**”) dated [\_\_\_\_], between CITY OF DETROIT (“**City**”), and MAVEN DRIVE LLC (“**Maven**”).

THE PARTIES AGREE as follows:

A. Defined Terms. Capitalized terms used but not otherwise defined in this Supplement will have the meanings ascribed to such terms in the Agreement.

B. Revision to Fee Schedule [as applicable]. Effective as of [\_\_\_\_], the fee schedule contained in Section 4.01 of the Agreement is hereby deleted in its entirety and replaced with the following new schedule:

<b>Location Type:</b>	<b>Fee (per Dedicated Space, per month):</b>
City Facility	
Metered City ROW	
Non-Metered ROW	

C. Revision to Dedicated Spaces [as applicable]. Effective as of [\_\_\_\_], Exhibit A to the Agreement is hereby deleted in its entirety and replaced with the following new schedule:

<b>Name</b>	<b>Location*</b>	<b>Type</b>	<b>Num. Spaces</b>	<b>Monthly Fee**</b>
				\$
<b>TOTALS:</b>				\$

\*Exact siting of spaces within each location to be determined in consultation with the Detroit Municipal Parking Department and Department of Public Works.

\*\*Restatement of the monthly fee applicable to each space, based on the Fee Schedule established in Section 4.01 herein.

D. Miscellaneous. Except as expressly provided in this Supplement, the Agreement (the terms and conditions of which are incorporated into this Supplement) remains unmodified and in full force and effect. In the event of any conflict between the Agreement and this Supplement, this Supplement controls. This Supplement may be executed in counterparts, each of which will be deemed an original and, when compiled, deemed to constitute a single document. Copies of signatures (including those delivered by email, facsimile or .pdf) and electronic signatures have the same effect as originals.

CITY OF DETROIT,  
a Michigan municipal corporation

MAVEN DRIVE LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



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CITY CLERK 2018 NOV 2 9:44:55

**MEMORANDUM**

**TO:** Lawrence Garcia, Corporation Counsel  
**FROM:** Hon. Scott Benson, City Council District 3

SRB

**CC:** Hon. Janice Winfrey, City Clerk  
James Craig, Chief of Police  
David Whitaker, LPD  
John Hill, CFO  
Stephanie Washington, City Council Liaison  
**VIA:** Hon. Brenda Jones, City Council President

**DATE:** 1 Nov 2018

**RE: DPD TOWING PROCESS**

With the entry of DPD into the towing business and the declaration by Assistant Chief James White that "We anticipate 30-50 percent of the current tows in the city being done by our tow operation," I want to ensure the City is being deliberate and thoughtful in how it operates its tow business. To that end I am requesting an opinion from the Law Department on what limits the City's ability to strike an agreement on City sponsored tows with private tow companies. *Exempli gratia*, can the City enter into an agreement with private tow companies to ensure an equitable distribution of work for all who support City tow services?

Please provide this opinion by 1 Dec 2018. If you have any questions please do not hesitate to contact my office at, 313-224-1198.

SRB