

# **DETROIT REGIONAL CONVENTION FACILITY AUTHORITY**

## **PICKETING, LEAFLETING, AND DEMONSTRATION**

### **ORDINANCE**

**Effective Date: JULY 1, 2010**

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## PICKETING, LEAFLETING & DEMONSTRATION ORDINANCE

**ORDINANCE TO ESTABLISH REGULATIONS AND TO AUTHORIZE THE PROMULGATION OF RULES TO REGULATE CONDUCT OF PERSONS AND BUSINESSES AT THE COBO CENTER; TO AUTHORIZE THE ISSUANCE OF COBO CENTER USE LICENSES; TO MAKE THE VIOLATION OF THIS ORDINANCE OR AN AUTHORITY REGULATION OR RULE A MISDEMEANOR, CIVIL INFRACTION OR ADMINISTRATIVE VIOLATION, AND TO PRESCRIBE THE PENALTIES AND MEANS OF ENFORCEMENT THEREFORE;**

**IT IS HEREBY ORDAINED BY THE DETROIT REGIONAL CONVENTION FACILITY AUTHORITY:**

### **SECTION 1. DEFINITIONS:**

For purposes of this Ordinance, the following terms, phrases, words and their derivatives shall have the meanings given herein. Words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this Section. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meanings unless the context suggests otherwise. When a right or duty pertains to the holder of a specific position, such as the Chief Executive Officer, the same right or duty pertains to any designee to whom the holder of the position may lawfully delegate the right or duty.

(a) *Act* means Act 554, Public Acts of Michigan, 2008 (“Act 554”), Regional Convention Facility Authority Act, as the same may be amended from time to time.

(b) *Authority* means the DETROIT REGIONAL CONVENTION FACILITY AUTHORITY as created pursuant to the Act.

(c) *Board* means, when used with the article “the,” as in any reference to “the Board,” the body which directs and governs the Authority pursuant to the Act. Used generically, “board” means any voting body which is established to participate as a body in some manner in the conduct of the business of the Authority, whether established by state law, resolution, ordinance, contract, collective bargaining agreement or any other lawful means.

(d) *Cobo Center* means the Cobo Conference/Exhibition Center located at One Washington Boulevard, Detroit, Michigan 48226, on the bank of the Detroit River, which is a 2.4 million square foot

complex that includes banquet rooms, meeting rooms, concourses, offices, food and beverage service areas, restaurants, an arena, roof parking, garage parking, arena garage parking, stairwells, hallways, elevators, escalators, exhibit halls, exterior walkways connecting the various facilities comprising the Cobo Center and all areas and amenities depicted on the drawing attached hereto as EXHIBIT A.

(e) *Demonstration* means a form of activism by an individual, group or groups of people in favor of a political or other cause which can include, but is not limited to; walking, marching, rallying, blockades, singing, sit-ins and/or any other means of articulating a cause. Picketing is a form of demonstration that is also prohibited.

(f) *Demonstration Activities* means any or all of picketing, leafleting, and/or demonstrations.

(g) *Leafleting* means the distribution of any form of paper communication as a way to market, advertise, and/or express a cause. Leafleting may also mean the display of signs, bills, leaflets, pamphlets, flyers, or other visual or auditory advertising or marketing matter upon Cobo Center premises.

(h) *Non-public Forum* means that the location is not a public forum and is for selective access only. A non-public forum is not traditionally used for Demonstration Activities of the general public nor set aside or opened up in a substantial way for Demonstration Activities of the general public. Demonstration Activities include, but are not limited to, picketing, leafleting, and demonstration(s).

(i) *Person* means and includes any individual, organization, association, club, corporation, limited liability company, partnership, limited partnership, Licensee and any other type of group or entity, as well as the individual members of each such Licensee, group and/or entity.

(j) *Picketing* means the peaceful patrolling activity by individuals, groups or organizations. Solicitation and distribution of any and all materials in conjunction with picketing is prohibited on the premises. Picketing on public property cannot obstruct nor interfere with the invitees of the Authority and/or Cobo Center.

## **SECTION 2. NON-PUBLIC FORUM:**

2.1 Cobo Center is a Non-public Forum. No picketing, leafleting and/or demonstrations are permitted in the Cobo Center by the general public. Any and all Demonstration Activities in Cobo Center require a written license or permit (“License”) issued by the Authority.

## **SECTION 3. LICENSED ACCESS:**

3.1 In order to disseminate information, one must be allowed to do so through securing a License to use the Cobo Center, and/or be a part of a Licensed Event, which authorizes the dissemination of information through exhibits, booths, tables, presentations, written documentation, leaflets, petitions, or other approved activities.

3.2. Any and all Demonstration Activities must be conducted outside of the Cobo Center on public property so as not to obstruct or interfere with traffic flow, entrances, exits, access to Cobo Center for the Authority, its employees, agents, permittees, licensees, vendors, contractors, Cobo Center security, law enforcement, fire department representatives, or any other invitees of the Authority (the “Authority’s Invitees”) or cause or create safety issues or concerns, unless otherwise specifically authorized in writing by the Authority.

3.3 Any and all Demonstration Activities must be conducted on public property in compliance with the requirements, ordinances and regulations established by the City of Detroit and the Detroit Police Department.

3.4 These requirements are imposed to protect the health, safety and welfare of the public as well as the Authority’s Invitees.

#### **SECTION 4. LICENSE PROCESS:**

4.1 No Demonstration Activities will be approved or Licensed by Authority in the Cobo Center for anyone other than a permittee or licensee, pursuant to a written License. Any Licensee shall be required to abide by the terms of the written License and all Rules, Conditions and Guidelines of the Authority for the use of Cobo Center.

4.2 Any individuals or groups seeking to perform Demonstration Activities at or around the Cobo Center must obtain prior written approval from the Authority, in the form of a written License. A written proposed plan for conducting Demonstration Activities at or about the Cobo Center (“Demonstration Plan”), must be submitted to the Authority not less than thirty (30) days prior to the first date of any proposed Demonstration Activities. All Demonstration Plans MUST include each of the following:

- (a) The number of expected individuals participating in the Demonstration Activities.
- (b) The desired location(s) for the Demonstration Activities.
- (c) The dates and times when the Demonstration Activities would be held.
- (d) The type(s) and manner of Demonstration Activities planned, e.g. leaflets, pickets, demonstrations, sit-ins, t-shirts, clickers, signs, music, loudspeakers, etc.
- (e) Samples of any and all signs, materials, petitions, leaflets, t-shirts, sweatshirts, hats and other articles of clothing displaying the message(s) of the demonstrators.

4.3 The Authority reserves the right to deny any Demonstration Plans that do not provide all of the information required. The Authority reserves the right to deny any part or all of a Demonstration Plan that the Authority determines, in its sole discretion, to be contrary to the Authority’s business activities during the planned Demonstration Activities, which shall include, but not be limited to, the activities of any Authority contractors working at Cobo Center, as well as the Authority’s customers and clients that have been issued a License for use of the Cobo Center.

4.4 All Demonstration Activities must conform with the approved Demonstration Plan as set forth in any written License. The Authority, by and through its own security staff, and/or the Detroit Police Department, will restrict and stop any Demonstration Activities that have not been approved in writing. Failure and/or refusal to conform to the Demonstration Plan will result in a termination of the Demonstration Activities. The Authority may take any and all appropriate action to terminate the Demonstration Activities, including implementation of the assistance of Cobo Center security staff, and/or the Detroit Police Department.

4.5 For security purposes, an individual representative of the persons or group(s) participating in any approved Demonstration Activities must identify themselves to the Cobo Center Security Officer at the Cobo Center Information Desk in the Cobo Center Concourse, through photo identification, prior to the commencement of Demonstration Activities and remain for the duration of the Demonstration Activities. Should such identified individual leave the Demonstration Activities, a replacement photo identified individual representative must be on record with Cobo Center security in his/her place.

#### **SECTION 5. SIGNS, PROJECTIONS & IMAGES:**

5.1 No Person, other than the Authority, shall place any Sign (as defined in the City of Detroit Ordinance Section 3-8-1), including, but not limited to the projection of images, banners, signs, and posters, on the Cobo Center or any interior space of the Cobo Center, without written permission to do so. This prohibition also applies to any decorations, projection of images, writing, signage, posters, which are placed in or on the Cobo Center, its interior and/or exterior walls and/or ceilings by nails, tacks, screws, wire, projection, and/or adhesive tape, without prior approval of the Authority. Balloons are not permitted within the Cobo Center, whether with messages imprinted or otherwise, unless otherwise specifically authorized by the Authority in writing.

5.2 Placement of any Sign in violation of this Ordinance shall also be a violation of the City of Detroit sign ordinances and shall constitute a trespass and private nuisance in violation of Michigan law, subjecting the Persons committing the violations to criminal charges.

#### **SECTION 6. AUTHORITY FREE ACCESS:**

6.1 The Authority, by and through its security staff, custodians, watchmen, maintenance crew and management staff of the Authority, shall have free access at all times to all space occupied by any Demonstration Activity Licensee.

#### **SECTION 7. DEMONSTRATORS BEAR THE BURDEN OF COSTS AND CLAIMS:**

7.1 If the Demonstration Plan requires the Authority to expend any costs and/or expenses, whether through set up costs, equipment, labor, staffing, or otherwise, such costs must be paid in advance of any Demonstration Activities, based upon a written estimate from the Authority which shall be based upon rates then in effect for other similar Licensees generally.

7.2 The Authority’s approval of any Demonstration Plan does not, and shall not trigger any liability and/or responsibility as to the Authority.

7.3 Regardless of whether or not approved by the Authority, any Demonstration Activities at or about the Cobo Center shall be conducted at the sole risk and expense of the Persons demonstrating.

7.4 The Persons performing any Demonstration Activities, whether or not approved by the Authority, shall be solely, individually and jointly and severally responsible for any and all claims, damages, losses, demands, liabilities, obligations, fines, fees, charges, taxes, and any other expense, including, but not limited to legal fees, which may or could be incurred by the Authority and/or any Authority Invitees, as a direct or indirect result of the Demonstration Activities.

**SECTION 8. PENALTY:**

8.1 Any violations of this Ordinance shall be punishable to the extent permitted by law. Any disciplinary action shall be carried out in accordance with the provisions of this Ordinance, as well as any other laws, policies, and procedures applicable to the position of the offender and the gravity of the offense. The Authority may proceed with legal damage(s) claims against any and all Persons in violation of this Ordinance. Any and all violations of criminal law and City of Detroit Ordinances, in conjunction with this Ordinance, are fully enforceable in a court of law by the Authority.

8.1.1 Civil infraction means an act or omission which is prohibited by law, which is not a crime as defined in Section 5 of Act No. 328 of the Public Acts of 1931, as amended, being Section 750.5 of the Michigan Compiled Laws, and for which sanctions may be ordered. A civil infraction shall not be considered a lesser included offense of any criminal offense.

8.1.2 Unless another penalty is expressly provided for by this Ordinance, a Person who is found in violation of any provision of this Ordinance which is also designated as a misdemeanor under Michigan law, may be punished in accordance with Michigan law.

8.2 Authority personnel designated by the Authority shall be authorized to enforce this Ordinance with regard to civil penalties and to issue citations for violations of this Ordinance as described within.

8.3 Police officers may be authorized by the Authority, to enforce this Ordinance and to issue citations, civil infraction tickets, and/or misdemeanor(s) for violations of this Ordinance as described within.

8.4 Denial of Privileges. In addition to any other fine or penalty, any Person who knowingly and willfully violates any provision of this Ordinance may be denied the use of Cobo Center and

its facilities by an authorized representative of the Authority. A person refusing to leave Cobo Center upon such notice of denial of privileges shall be guilty of a misdemeanor.

8.5 Reasonable means shall be used in enforcing this Ordinance so as to ensure the safe and efficient operation of Cobo Center.

8.6 A person who is in violation of a provision of this Ordinance, which is designated as subject to an administrative penalty, may be assessed by the Authority with a penalty not to exceed one thousand dollars (\$1,000.00).

8.7 Schedule of Administrative Penalties.

1<sup>st</sup> offense: \$500

2<sup>nd</sup> offense: \$1000

3<sup>rd</sup> or more: \$1,000 and immediate revocation of privileges to Cobo Center. See Section 8.9 below.

8.8 Upon being assessed an administrative penalty; the Persons cited in violation of this Ordinance shall have ten (10) business days to either pay the penalty or to request an appeal. Penalties may be paid by cash, money order, cashier check and/or certified check, either in person or by mail to the Authority offices on the second floor of Cobo Center. Cobo Center, Building Offices, Second Floor, One Washington Boulevard, Detroit, Michigan 48226. Payments by cashier check, certified check or money order must be made payable to: Detroit Regional Convention Facility Authority.

8.9 Upon a Person's failure to pay an assessed penalty within a thirty (30) day period, the Authority may revoke the Person's privileges on the Cobo Center premises, including, but not limited to parking privileges, and/or provide cause for termination of any and all contractual agreements with the Authority.

8.10 Payment by an entity Person in violation of this Ordinance does not release any individual Persons cited for a violation of this Ordinance despite their affiliation with the entity Person violator. Each citation requires separate payment. Citations may be issued to each individual participant in the Demonstration Activities as well as the entity(ies) or organization(s) promoting and/or participating in the Demonstration Activities.

## **SECTION 9. RIGHT TO APPEAL:**

9.1 To request an appeal, each Person cited, must submit his or her or its written request, to the Cobo Center Director of Public Safety, Second floor, One Washington Boulevard, Detroit, Michigan 48226, within ten (10) business days after being cited and assessed an administrative penalty. Failure to request an appeal within the time limits will be taken as an admission of the facts and acceptance of the penalty assessed.

9.2 All appeals shall be to the Authority Appeal Board comprised of three persons: (1) the Cobo Center Director of Public Safety, (2) the Cobo Center Director of Human Resources and a third person from the Cobo Center organization, selected by the first two Appeal Board Members at the time of each appeal.

9.3 Each appeal shall be reviewed by the Appeal Board within thirty (30) days following receipt of the appeal. The Appeal Board may in its discretion, upon request therefore in the appeal, conduct an appeal hearing to ascertain any information that is not contained in the appeal, but that the Appeal Board deems to be relevant and necessary to making a recommendation. In such event, an appellant shall be notified in writing of the date and time for the appeal hearing at the notice address included in the appellant's written appeal. Failure to provide contact information and notice address may result in a denial of an appeal hearing without further consideration.

9.4 The Appeal Board shall function as a reviewing body. It shall review and render written determinations for recommendation to the Authority Board of Directors on contested cases. The Appeal Board may recommend to uphold the original penalty, adjust it, or dismiss the proceedings.

9.5 The Appeal Board shall function primarily from written pleadings. The Appeal Board may, in its discretion, grant an appeal hearing and take oral testimony, but in no event shall the Appeal Board be required to do so, and it may base its determination on the written evidence. In no event shall any Person have an automatic right to orally address the Appeal Board.

9.6 Within fifteen (15) days following an appeal hearing, or if no appeal hearing was held, within fifteen (15) days following the Appeal Board's review of the appeal documentation information, the Appeal Board shall issue a written recommendation to the Authority Board of Directors.

9.7 The Appeal Board recommendation shall be placed on the Authority Board of Directors agenda at the next regular meeting of the Board when the recommendation can be considered, subject to the necessity to distribute the recommendation to the Authority Board of Directors in advance of the meeting for review. The Appeal Board shall notify the appellant of the date and time of the Authority Board meeting at which the recommendation of the Appeal Board will be considered, utilizing the contact information in appellant's appeal.

9.8 The Authority Board of Directors shall consider the recommendation of the Appeal Board and make a determination based upon the written recommendation of the Appeal Board. The Authority Board of Directors, may, in its discretion, ask questions of the members of the Appeal Board at the Authority Board of Directors meeting. The Authority Board of Directors may determine to accept and approve the recommendation of the Appeal Board, adjust it or reject it entirely.



9.9 The ability to collect penalties due to a violation of this Ordinance shall rest with the Authority. The Authority shall seek recovery under a policy of strict enforcement relating to all penalties specified in this Ordinance. Upon rendering of the Authority Board's decision, the Authority shall allow the person an opportunity to become current in the settlement of penalties, for a period not to exceed thirty (30) days, after issuance of the Authority Board's decision on the appeal.

9.10 Each Ordinance violation is a separate offense. Each day that a continuing violation exists is a separate offense.

**SECTION 10. PENALTIES CUMULATIVE:**

10.1 All rights and remedies of the Authority shall be cumulative and none shall exclude any other right or remedy allowed by law and/or in equity, including, but not limited to specific performance and/or injunctive relief.

**SECTION 11. AMENDMENT:**

11.1 This Ordinance may be altered, amended or repealed by the Authority Board at any regular meeting or special meeting of the members called therefore, by the unanimous vote of the members of the Board serving at the time of the vote.

**SECTION 12. LIBERAL CONSTRUCTION OF STANDARDS:**

12.1 The provisions of this Ordinance are to be construed liberally, to the end that the public interest be fully protected, and shall be construed in a manner consistent with all applicable federal and state laws, including the Act. In the event of a conflict between any provision of this Ordinance and any applicable federal or state law which does not expressly provide otherwise, the federal or state law shall control. To the extent permitted by law, all ordinances, resolutions or rules, and parts of ordinances, resolutions or rules inconsistent with this Ordinance are hereby repealed.

**SECTION 13. SEVERABILITY:**

13.1 If any provision of this Ordinance is held by any court or by any federal or state agency of competent jurisdiction to be invalid or conflicting with any federal or state law now or hereafter in effect, or is held by such court or agency to be required to be modified in any way in order to conform to the requirements of any such provision, the conflicting provision of this Ordinance shall be considered a separate, distinct and independent part of this Ordinance, and such holding shall not affect the validity and enforceability of this Ordinance as a whole, or any part other than the part declared to be invalid.

**SECTION 14. EFFECTIVE DATE:** This Ordinance shall be effective as of June 8, 2010.

