

Provided, That if at any time in the future the petitioner shall request removal and/or relocation of DWSD's facilities in the right-of-way being encroached upon the petitioner agrees to pay all costs for such removal and/or relocation; and be it further

Provided, that the contractor call MISS DIG 72 hours prior to starting any underground construction where they plan the underground encroachment including tree planting; and be it further

Provided, That the Bedrock Real Estate Services or their assigns shall apply to the Buildings, Safety Engineering and Department for a building permit prior to any construction. Also, if it becomes necessary to open cut public streets, bore, jack, occupy or barricade city rights-of-way for maintenance of encroachments such work shall be according to detail permit application drawings submitted to the City Engineering Division — DPW prior to any public right-of-way construction; and be it further

Provided, That the necessary permits shall be obtained from the City Engineering Division — DPW and the Buildings and Safety Engineering Department. The encroachments shall be constructed and maintained under their rules and regulations; also in accord with plans submitted to and approved by these departments; including the Public Lighting Department (if necessary), and the Traffic Engineering Division — DPW (if necessary); and further

Provided that the area being used as an Outdoor Cafe shall meet the general requirements set by the "Outdoor Cafe Guidelines" as adopted by the City Council and guided by Section 50-2-8.1 of the City Code; and further

Provided, that the petitioner obtains all necessary licenses and permits every year from Departments having jurisdiction over the outdoor cafe process; and further

Provided, that said activities are conducted under the rules and regulations of the Department of Public Works and the supervision of the Police Department; and further

Provided, that the sale of food or soft drinks is held under the direction and inspection of the Institute of Population Health; and further

Provided, that the petitioner is responsible to obtain approval of the Michigan Liquor Control Commission, if necessary and approval from the Detroit Police Liquor License Bureau if serving liquor; and further

Provided, that all cost for the construction, maintenance, permits and use of the encroachments shall be borne by Bedrock Real Estate Services or their assigns; and further

Provided, that all costs incurred by pri-

vately owned utility companies and/or city departments to alter, adjust, and/or relocate their existing utility facilities located in close proximity to the encroachments shall be borne by Bedrock Real Estate Services or their assigns. Should damages to utilities occur Bedrock Real Estate Services shall be liable for all incidental repair costs and waives all claims for damages to the encroaching installations; and further

Provided, that no other rights in the public streets, alleys or other public place shall be considered waived by this permission which is granted expressly on the condition that said encroachments shall be removed at any time when so directed by the City Council, and the public property affected shall be restored to a condition satisfactory to the City Engineering Division — DPW; and further

Provided, this resolution is revocable at the will, whim or caprice of the City Council, and Bedrock Real Estate Services acquires no implied or other privileges hereunder not expressly stated herein; and further

Provided, that the encroachment permits shall not be assigned or transferred without the written approval of the City Council; and further

Provided, that the City Clerk shall within 30 days record a certified copy of this resolution with the Wayne County Register of Deeds.

Adopted as follows:

Yeas — Council Members Benson, Cushingberry, Jr., Leland, Sheffield, Spivey, Tate, and President Jones — 8.

Nays — None.

**Department of Public Works  
City Engineering Division**

January 17, 2017

Honorable City Council:

Re: Petition No. 887 — Euclid Manufacturing, request to vacate a portion of E. Euclid Avenue and Hartwick Street to facilitate a manufacturing complex.

Petition No. 887 — Euclid Manufacturing, request to vacate and convert to easement East Euclid Avenue, 60 feet wide from Riopelle Street, 46 feet wide to the Grand Trunk Railroad also part of Hartwick Avenue, variable width, from Clay Avenue, 66 feet wide to Euclid Avenue, 60 feet wide. The request has been revised to vacate and convert to easement the northerly half of Hartwick Avenue, variable width; also to dedicate a turnaround for north bound Hartwick Avenue traffic.

This request is being made to facilitate a manufacturing complex with free flowing traffic and pedestrian access between buildings; also to provide security.

The petition was referred to the City Engineering Division — DPW for investigation (utility review) and report. This is our report.

The request was approved by the Solid Waste Division — DPW, and the Traffic Engineering Division — DPW. Public Lighting Authority (PLA) reports poles and lights within the proposed easement that will need to be removed/relocated. A provision for lighting removal is included in the resolution. Detroit Water and Sewerage Department (DWSD) has no objection to the conversion to easement. The specific DWSD provisions for easements are included in the resolution.

DTE Energy Electric and Gas report involvement, but have no objection provided there is an easement to insure access to their facilities. Provisions for easement including access are a part of the resolution.

All other city departments and privately owned utility companies have reported no objections to the conversion of public right-of-way into a private easement for public utilities. Provisions protecting utility installations are part of the attached resolution.

There is an appropriate resolution, containing the necessary conditions, attached for consideration by your Honorable Body.

Respectfully submitted,  
RICHARD DOHERTY  
P.E., City Engineer

City Engineering Division — DPW  
By Council Member Benson:

Resolved, All that part of Hartwick Avenue, variable width, also the dedicated walkways adjoining 4 and 14 feet wide from Euclid Avenue, 60 feet wide to a point being 747.51 feet southerly of said Euclid Avenue, and being more particularly described as:

Land in the City of Detroit, Wayne County, Michigan being part of Hartwick Avenue, variable width, being part of Out Lots C and D; also part of Lot 32; also part of the westerly 4 feet of Lot 31 and part of the easterly 14 feet of Lot 33 (Deeded for sidewalk purposes) "Julius Stroh, Bernard Stroh Jr. and Edward E. Hartwick's Milwaukee Junction Subdivision of part of Lot 9 and Lots 10 and 11, Quarter Section 58, Ten Thousand Acre Tract, City of Detroit, Wayne County, Michigan, as recorded in Liber 31, Page 74 Plats, Wayne County Records; also Lots 42 and 43 (Deeded for Street purposes) and the east-west alley, 10 feet wide adjoining "Guilloz and Whitaker's Subdivision of Lot Number 12, 1/4 Section 58 and part of 1/4 section 43, 10000 Acre Tract Hamtramck Township, Wayne County, Michigan" as recorded in Liber 8, Page 31 of Plats, Wayne County Records; all the above being more particularly described as follows: Beginning at the northeast corner of

Lot 41 of said "Guilloz and Whitaker's Subdivision of Lot Number 12" recorded in Liber 8, Page 31 of Plats, Wayne County Records; thence S63°04'30"W along the southerly line of Euclid Avenue, 60.00 feet; thence S26°55'30"E along the westerly line of Hartwick Avenue, 117.51 feet; thence N63°04'30"E along the southerly line of a vacated public alley, 0.5 feet; thence S26°55'30"E along the westerly line of a 14 foot dedicated public walk, 630.00 feet; thence N63°04'30"E 58.00 feet; thence N26°55'30"W along the easterly line of a 4 foot dedicated public walk, 630.00 feet; thence N63°04'30"E along the southerly line of a vacated public alley 1.50 feet; thence N26°55'30"W along the easterly line of Hartwick Avenue, 117.51 feet to the Point of Beginning.

Be and the same are hereby vacated as a public right-of-way and converted into private easement for public utilities of the full width of the rights-of-way, which easement shall be subject to the following covenants and agreements, uses, reservations and regulations, which shall be observed by the owners of the lots abutting on said right-of-way and by their heirs, executors, administrators and assigns, forever to wit:

First, said owners hereby grant to and for the use of the public an easement or right-of-way over said vacated public street herein above described for the purposes of maintaining, installing, repairing, removing, or replacing public utilities such as water mains, sewers, gas lines or mains, telephone, electric light conduits or poles or things usually placed or installed in a public street in the City of Detroit, with the right to ingress and egress at any time to and over said easement for the purpose above set forth,

Second, Said utility easement or right-of-way in and over said vacated street herein above described shall be forever accessible to the maintenance and inspection forces of the utility companies, or those specifically authorized by them, for the purpose of inspecting, installing, maintaining, repairing, removing, or replacing any sewer, conduit, water main, gas line or main, telephone or light pole or any utility facility placed or installed in the utility easement or right-of-way. The utility companies shall have the right to cross or use the driveways and yards of the adjoining properties for ingress and egress at any time to and over said utility easement with any necessary equipment to perform the above mentioned task, with the understanding that the utility companies shall use due care in such crossing or use, and that any property damaged by the utility companies, other than that specifically prohibited by this resolution, shall be restored to a satisfactory condition,

Third, said owners for their heirs and assigns further agree that no buildings or

structures of any nature whatsoever including, but not limited to, concrete slabs or driveways, retaining or partition walls, shall be built or placed upon said easements, nor change of surface grade made, without prior approval of the City Engineering Division — DPW,

Fourth, That if the owners of any lots abutting on said vacated street shall request the removal and/or relocation of any existing poles or other utilities in said easement, such owners shall pay all costs incidental to such removal and/or relocation, unless such charges are waived by the utility owners,

Fifth, That if any utility located in said property shall break or be damaged as a result of any action on the part of said owners or assigns (by way of illustration but not limitation) such as storage of excessive weights of materials or construction not in accordance with Section 3, mentioned above, then in such event said owners or assigns shall be liable for all costs incidental to the repair of such broken or damaged utility; and

Provided, that an easement, the full width of the existing right-of-way is reserved for the Detroit Water and Sewerage Department for the purpose of installing, maintaining, repairing, removing, or replacing any sewers, water mains, fire hydrants and appurtenances, with the right of ingress and egress at any time to, and over said easement for the purpose above set forth; and be it further

Provided, that free and easy access to the sewers, water mains, fire hydrants and appurtenances within the easement is required for Detroit Water and Sewerage Department equipment, including the use of backhoes, bulldozers, cranes or pipe trucks, and other heavy construction equipment, as necessary for the alteration or repair of the sewer or water main facilities; and be it further

Provided, that the Detroit Water and Sewerage Department retains the right to install suitable permanent main location guide post over its water mains at reasonable intervals and at points deflection; and be it further

Provided, that said owners of the adjoining property, for themselves, their heirs and assigns, agree that no building or structure of any nature whatsoever, including porches, patios, balconies, etc., shall be built upon or over said easement, or that no grade changes or storage of materials shall be made within said easement without prior written approval and agreement with the Detroit Water and Sewerage Department; and be it further

Provided, that if any time in the future, the owners of any lots abutting on said vacated streets shall request the removal and/or relocation of the aforementioned utilities in said easement, such owners shall pay all costs incidental to such

removal and/or relocation. It is further provided that if sewers, water mains, and/or appurtenances in said easement shall break or be damaged as a result of any action on the part of the owner, or assigns, then in such event, the owner or assigns shall be liable for all costs incidental to the repair of such broken or damaged sewers and water mains, and shall also be liable for all claims for damages resulting from his action; and be it further

Provided, that the street lights located in the street be removed by a qualified electrical contractor and that the materials, consisting of the luminaries and bracket arms, be returned to the Public Lighting Authority (PLA). PLA can provide detail estimate of cost if necessary, and further

Provided, That if it becomes necessary to remove the paved street return at the entrance (into Euclid Avenue) such removal and construction of new curb and sidewalk shall be done under city permit and inspection according to City Engineering Division — DPW specifications with all costs borne by the abutting owner(s), their heir or assigns; and be it also

Resolved, that your Honorable Body authorize the acceptance of the following described property for public street purposes:

Land in the City of Detroit, Wayne County, Michigan being part of Lot 31 "Julius Stroh, Bernard Stroh Jr. and Edward E. Hartwick's Milwaukee Junction Subdivision of part of Lot 9 and Lots 10 and 11, Quarter Section 58, Ten Thousand Acre Tract, City of Detroit, Wayne County, Michigan, as recorded in Liber 31, Page 74 Plats, Wayne County Records; and being more particularly described as: Commencing at the platted southwesterly corner of Lot 16 "Julius Stroh, Bernard Stroh Jr. and Edward E. Hartwick's Milwaukee Junction Subdivision of part of Lot 9 and Lots 10 and 11, Quarter Section 58, Ten Thousand Acre Tract, City of Detroit, Wayne County, Michigan, as recorded in Liber 31, Page 74 Plats, Wayne County Records; thence N26°55'30"W along the easterly line of Hartwick Avenue, 40 feet wide, 583.71 feet; thence N63°04'30"E 4.00 feet to the Point of Beginning; thence N26°55'30"W along the easterly line of a dedicated 4 foot walk, 40.00 feet; thence N63°04'30"E 20.00 feet; thence S26°55'30"E 40.00 feet; thence S63°04'30"W 20.00 feet to the Point of Beginning.

Provided, that the petitioner shall design and finish construction of the proposed Hartwick Avenue turnaround as required by the City Engineering Division-DPW (CED)/Street Design Bureau and the Traffic Engineering Division-DPW; and further

Provided, that the petition or their

assigns shall be responsible for arranging the financing of the entire cost of the proposed street construction, including inspection, survey and engineering; and further

Provided, that the entire work is to be performed in accordance with plans and specifications approved by CED and constructed under the inspection and approval of CED; and further

Provided, that all taxes with respect to property of which the Dedication Area is a part of shall be paid and proof thereof furnished to the Law Department and/or City Engineering Division-DPW; and further

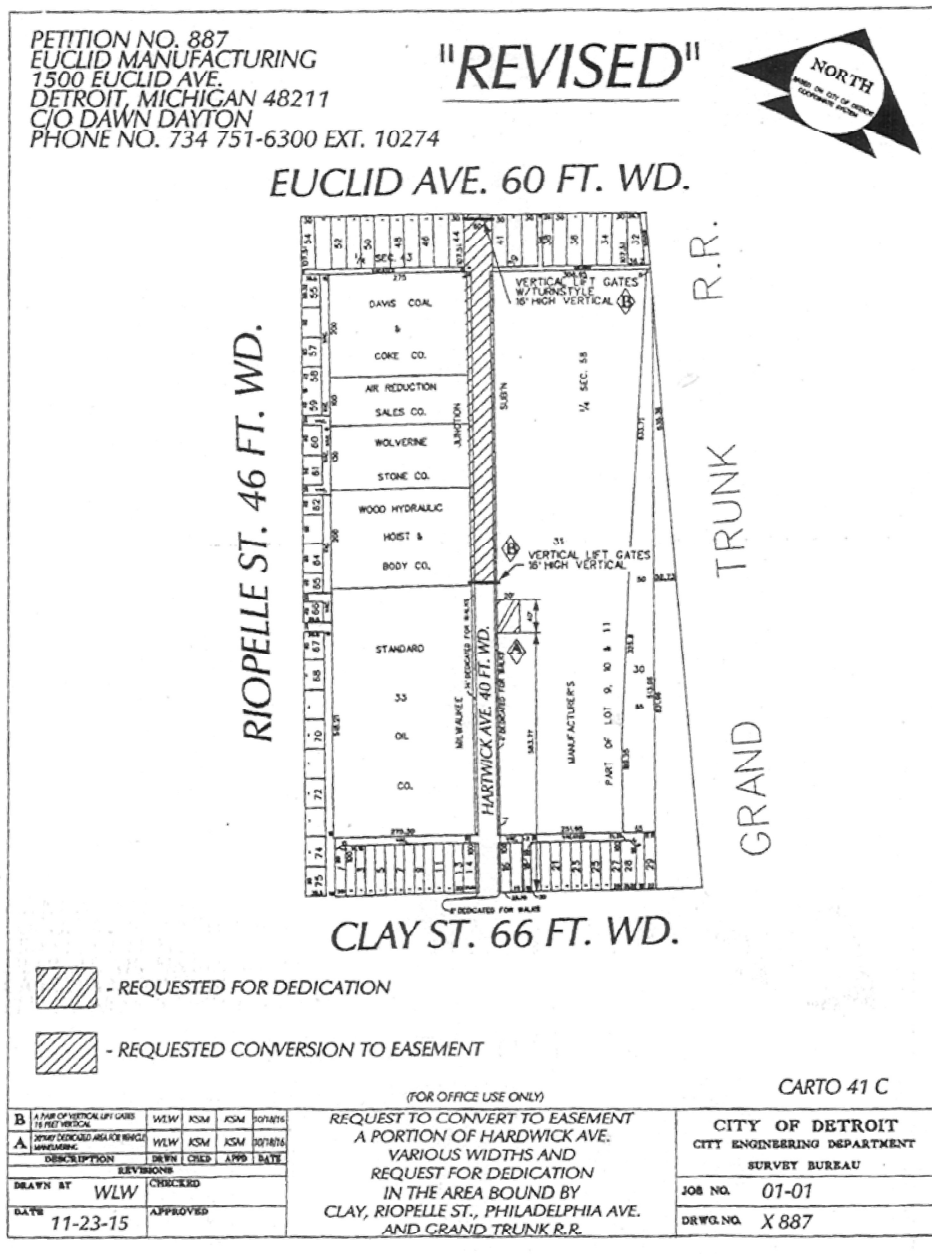
Provided, that proof of compliance with Detroit Ordinance No. 29-94, Detroit Code

Sections 2-1-11 through 2-1-15 also known as the Environmental Review guidelines, is furnished to the Law Department and/or City Engineering Division-DPW; and further

Provided, that the fee owner submit a properly executed deed acceptable to the Law Department and/or City Engineering Division-DPW; and further

Provided, that the petitioner obtain Traffic Engineering Division, signature of approval on the final design and plans for the construction of the street; and further

Provided, That the City Clerk shall within 30 days record a certified copy of this resolution with the Wayne County Register of Deeds.



Adopted as follows:

Yeas — Council Members Benson, Cushingberry, Jr., Leland, Sheffield, Spivey, Tate, and President Jones — 8.

Nays — None.

#### **FUNDING AGREEMENT FOR REFLEX SERVICE**

THIS FUNDING AGREEMENT is entered into as of the Effective Date by and between the CITY OF DETROIT, a Michigan municipal corporation acting through its Department of Transportation (“DDOT”), and the Regional Transit Authority of Southeast Michigan, a Michigan Metropolitan Authority (“RTA”) for the purpose of providing funding for the operation of limited-stop bus service along Woodward Avenue and corresponding ADA Paratransit services (“Reflex Services”). DDOT and the RTA may each be referred to herein as a “Party” or collectively as the “Parties” to this Agreement, as applicable.

#### **RECITALS**

Whereas, The RTA is the recipient of grant funding under the Michigan Comprehensive Transportation Fund (“CTF”) program (CTF Project No. 128111) and the federal Congestion Mitigation and Air Quality Improvement Program (“CMAQ”) program (Grant No. MI 2016-028-00); and

Whereas, DDOT operates public bus and ADA Paratransit services throughout Detroit and neighboring communities, including along Woodward Avenue; and

Whereas, DDOT and the RTA entered into an agreement, dated August 23, 2016, in which the RTA agreed to provide partial funding for, and DDOT agreed to operate, Reflex Services beginning September 5, 2016 through November 30, 2016 (“Initial Agreement”); and

Whereas, The RTA desires to continue to provide partial funding for, and DDOT desires to continue operating, Reflex Services following the completion of the Initial Agreement;

Now Therefore, DDOT and the RTA agree as follows:

**Section 1 — Services.** DDOT will continue to operate Reflex Services, including limited-stop bus service along Woodward Avenue, designated as Route 498, and corresponding ADA paratransit services, between Somerset Mall and Downtown Detroit, serving 14 northbound stops and 14 southbound stops at service levels set forth in Exhibit A to this Agreement. DDOT may modify the daily operational details of the Reflex Services at its sole discretion for any reason beyond its control, including but not limited to equipment failures, labor shortage, construction, road conditions, and weather and other environmental factors. DDOT may not make any permanent modifica-

tion to the services as described in Exhibit A without the written agreement of the RTA. DDOT shall notify RTA as soon as practicable in advance of any revisions to the service details that are expected to last longer than twenty-four (24) hours. DDOT shall notify RTA ninety days in advance of any revisions to the service details that constitute a change of twenty-five percent (25%) or more of overall service. DDOT will install and maintain signs, bus shelter decals, and other information displays at Reflex bus stops located within Detroit. DDOT will operate the Reflex Services utilizing City-owned buses and other vehicles of such types and in such numbers as necessary to provide the appropriate service levels. DDOT will operate the Reflex Services utilizing Transportation Equipment Operators and other personnel of such qualifications and in such numbers as sufficient to provide the appropriate service levels.

The Parties acknowledge and agree that DDOT is solely responsible for, and that RTA has no control over and is not responsible for, the operation of the Reflex Services, including, but not limited to the operation and maintenance of vehicles and other equipment, and maintaining security, as well as employment matters, including conducting background checks and hiring, training, supervising, disciplining and terminating employees. DDOT acknowledges and agrees that the RTA will not be responsible for the acts of DDOT, or of DDOT employees, agents, or servants, with respect to the Reflex Services, except as may be required under Applicable Laws, as hereinafter defined.

**Section 2 — Funding.** The RTA shall designate DDOT as a sub-recipient of a portion of its CTF and CMAQ grants and provide funding from such grants in accordance with Exhibit B to this Agreement (“RTA Funding Limit”). DDOT shall provide local matching funds to the extent required under the terms of the RTA’s CMAQ grant, in accordance with Exhibit B to this Agreement. DDOT agrees that RTA’s total funding obligation will not exceed DDOT’s allocated portion of CMAQ and CTF funds, including funds provided in the existing short-term agreement.

**Section 3 — Reimbursement.** DDOT shall submit monthly invoices to the RTA on, or before, January 10, 2017 (December 2016 invoice), February 10, 2017 (January 2017 invoice) and March 10, 2017 (February 2017 invoice), April 10, 2017 (March 2017 invoice), and May 10, 2017 (April 2017 invoice) to fund the operation of the Reflex Service during the term of this Agreement. DDOT agrees that the invoices shall include the actual Fixed Route Revenue Hours, Cost Per Fixed Route Revenue Hour inclusive of a