

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 further

Provided, That if it becomes necessary to remove the paved alley return(s) at the entrances (into Gleason and Peters Avenues), 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 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 K. Cockrel, Jr., S. Cockrel, Everett, Hood, Mahaffey, Scott, Tinsley-Talabi, and President Hill — 8.

Nays — None.

**Department of Public Works
City Engineering Division**

June 12, 2000

Honorable City Council:

Re: Petition No. 326 — Miller, Canfield, Paddock and Stone, P.L.C., requesting to maintain existing encroachment at 7375 Woodward Ave., Detroit, Michigan.

Petition No. 326 of "Miller, Canfield, Paddock and Stone, P.L.C.," representing Woodlo, L.L.C., 25200 Telegraph Rd., Ste. 410, Southfield, Michigan 48034, request to maintain an existing encroachment into the west right-of-way of Woodward Avenue, 100 feet wide, north of W. Grand Blvd. and the south right-of-way of Lothrop Avenue, 80 feet wide.

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

The existing encroachment consist of a metal building facade, 6-inches into the Woodward Avenue and Lothrop Avenue rights-of-way beginning at a height of 16-feet 3-inches above the sidewalk.

The City Engineering Division - DPW recommends that this request be granted to "Woodlo, L.L.C.," 25200 Telegraph Rd., Ste. 410, Southfield, Michigan 48034, provided the permittee files with the Finance Director, an indemnity agreement approved by the Law Department, saving

and protecting the City of Detroit from any and all claims which may arise.

An appropriate resolution is attached for consideration by your Honorable Body.

Respectfully submitted,

SUNDAY JAIYESIMI

City Engineer

By Council Member Hood:

Resolved, That the City Engineering Division-DPW be and is hereby authorized and directed to issue a permit to "Woodlo, L.L.C.," 25200 Telegraph Rd., Ste. 410, Southfield, Michigan 48034, to maintain an existing encroachment into the west right-of-way of Woodward Avenue, 100 feet wide, north of W. Grand Blvd. and the south right-of-way of Lothrop Avenue, 80 feet wide, adjacent to property described as:

Land in the City of Detroit, Wayne County, Michigan, being more particularly described as lying northerly of and abutting the north line of Lot 1 and lying easterly of and abutting the east line of Lot(s) 1, 2, 3, and the north 25.00 feet of Lot 4 of "Stewarts Subdivision Lots 1, 2, and 3 of the Subn. of the South 1/3 of 1/4 Sections 55 and 56, 10,000 Acre Tract," Greenfield, Wayne County, Michigan, as recorded in Liber 8, Page 71 Plats, Wayne County Records;

The existing encroachment consist of a metal building facade, 6-inches into the Woodward Avenue and Lothrop Avenue rights-of-way beginning at a height of 16-feet 3-inches above the sidewalk the full length of the existing building;

Provided, That the permittee "Woodlo, L.L.C.," at the time of obtaining said permit file with the City of Detroit Finance Department an indemnity agreement, in form approved by the Law Department, saving and protecting the City of Detroit harmless from any and all claims, damages, or expenses that may arise by reason of the issuance of said permit and the faithful performance by the permittee of the terms thereof, and in addition to pay all claims, damages, or expenses that may arise out of the maintenance of said encroachment; and further

Provided, That no rights in the public places shall be considered waived by this permission which is granted expressly on the condition that said encroachment shall be removed at the expense of the permittee at any time when so directed by the City Council, and that the public property so affected shall be restored to a condition satisfactory to said department by said permittee at its expense, and further

Provided, That no other right in the public rights-of-way shall be considered waived by this permission which is granted expressly on the condition that the obstructions in connection therewith shall be removed at the expense of the grantee at any time when so directed by City Council, and further

Provided, That this resolution is revocable at the will, whim or caprice of the City Council, and the grantees by the acceptance of this permission waive any right to claim damages or compensation for any structures constructed and maintained hereunder, or for removal of the same, and they acquire no implied nor any other privileges not expressly stated herein; and be it further

Provided, The installation and maintenance of any existing encroachments referred to herein shall be construed as acceptance of this resolution by the permittee; and further

Provided, That the encroachment permit 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 K. Cockrel, Jr., S. Cockrel, Everett, Hood, Mahaffey, Scott, Tinsley-Talabi, and President Hill — 8.

Nays — None.

**Finance Department
Purchasing Division**

June 20, 2000

Honorable City Council:

The Purchasing Division of the Finance Department recommends Contracts with the following firms or persons.

2500981—Change Order No. 5 — 100% City Funding — Legal Services: Mid-City Revitalization Project (V.A. Hospital) — Fink, Zausmer & Kaufman, P.C., 2430 First National Building, Detroit, MI — March 4, 1991 until completion of matter — Contract Increase: \$75,000.00 — Not to exceed \$540,582.93. Law.

2501454—Change Order No. 1 — 100% City Funding — Legal Services: Graimark Rehabilitation Project — Fink, Zausmer & Kaufman, P.C., 2430 First National Building, Detroit, MI — May 12, 1998 — until completion of matter — Contract Increase: \$100,000.00 — Not to exceed \$200,000.00. Law.

2507952—(CCR: June 19, 1991; April 29, 1992; May 12, 1993; April 20, 1994; May 17, 1995; May 15, 1996; June 11, 1997; June 24, 1998; June 16, 1999) — File No. 1292. To extend property, boiler and machinery rents and extra expense insurance for a one (1) year period beginning April 15, 2000 through April 15, 2001 as follows:

	2110 Park Ave.	2310 Park Ave.
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Bldg. Replacement Cost Agreed Amount	\$9,114,635.00	\$7,943,403.00
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Business (Income Loss)	197,811.00	167,175.00
Extra Expense	150,000.00	150,000.00
Boiler Damage	No Limits	No Limits
Boiler (Income Loss)	12 Months	12 Months
Boiler (Deductible)	1,000.00	1,000.00
Property (Deductible)	5,000.00	5,000.00

Premium cost for one (1) year starting April 15, 2000 is \$23,706.00. AON Risk Services, Inc., of Michigan, 500 Renaissance Center, Ste. #1700, Detroit, MI. Amount: \$23,706.00. Police Academy.

2508567—(CCR: May 18, 1994; May 24, 1995; July 3, 1996; July 29, 1997; July 29, 1998; June 30, 1999) — Furnish: Renewal of property, boiler and machinery insurance for a one (1) year period beginning May 6, 2000 through May 6, 2001 as follows:

\$12,044,148.00 blanket agreed amount of insurance on a replacement cost basis with broad form risk coverage subject to a \$100,000.00 deductible per occurrence. Coverage includes boiler and machinery damage subject to property and extra expense deductibles of \$1,500.00 and \$1,000.00. AON Risk Services, 500 Renaissance Center, Suite 1700, Detroit, MI. Amount: \$6,709.00. Historical.

2519956—(Book Contract PW-6878) — Bituminous surface removal, curb and sidewalk replacement and misc. construction. Edward C. Levy Detroit Group dba Cadillac Asphalt Products Co., 670 S. Dix, Detroit, MI. 20 items, unit prices range from \$0.01/M2 to \$72,000.00/lb. Lowest Bid. Actual Cost: \$2,271,480.00. DPW — Engineering.

2519957—(Book Contract PW-6879) — Pavement resurfacing & misc. construction, Group 00-1. Barthel Contracting/Thompson McCully, 1150 Griswold, Ste. #3000, Detroit, MI. 66 items, unit prices range from \$0.01/M2 to \$25,000.00/lb. Lowest Bid. Actual Cost: \$1,470,173.67. DPW — City Engineering.

2522605—(Book Contract PW-7566) — Repair of tree root damaged sidewalks and driveways — Eastside, Giorgi Concrete, LLC, 22116 Telegraph Rd., Southfield, MI. 20 items, unit prices range from \$0.01/M2 to \$1,000.00/lb. Actual Cost: \$221,960.35. DPW — City Engineering.

2525553—(CCR: April 12, 2000) — Normal requirements of landfill site for the disposal of plant residuals to include solidified stabilized sludge cake and scum, moistened incinerator ash and grit