

Adopted as follows:

Yeas — Council Members S. Cockrel, Collins, Jones, Kenyatta, Reeves, Tinsley-Talabi, Watson, and President Conyers — 8.  
Nays — None.

**Department of Public Works  
City Engineering Division**

December 2, 2008

Honorable City Council:

Re: Petition No. 2898 — Downtown Development Authority/Book Cadillac Hotel request to encroach with a pedestrian bridge into Shelby Street and the public alley, 20 feet wide, between Michigan and State Street.

Petition No. 2898 of "Downtown Development Authority/Book Cadillac Hotel" whose address is 500 Griswold Avenue, Suite 2200 request permission to construct and maintain a pedestrian bridge, foundation, and column encroaching into Shelby Street, 60 feet wide, and the public alley, 20 feet wide between Michigan Avenue, 100 feet wide, and State Street, 69 feet wide.

The construction of the pedestrian bridge, foundation, and column is a key feature of the Book Cadillac restoration.

The encroachment petition was referred to the City Engineering Division — DPW for investigation and report. This is our report.

The Public Lighting Department (PLD) reports any structure proposed to be built shall maintain 4-1/2 feet vertical clearance and ten (10) feet horizontal clearance from any PLD conduit, lines, and installations. The contractors will be liable for any damages to any PLD underground facilities.

The Detroit Water and Sewerage Department (DWSD) reports the sewer and water mains have to remain in service in said described area, however, DWSD have no objections to the proposed encroachment for a pedestrian Bridge and foundations provided that there will be a minimum 16 feet clearance between the ground surface and the bridge and the bridge foundations have no adverse impact on DWSD's facilities. Also, drawings for the pedestrian Bridge and foundations have to be submitted to DWSD for review and approval and the work is subject to inspection by DWSD. If any of DWSD's facilities located in the street break or are damaged as a result of the Petitioner's action, then the Petitioner will be liable for all costs to repair or replace DWSD's facilities.

The Fire Department reports that the encroachment cannot impede upon the fire fighting apparatus being accessible to the Book Cadillac and the Parking Structure by height and/or width restrictions.

DTE Energy — Gas Division reports involvement but, no objection to the prop-

erty change provided that the encroachment of the pedestrian bridge, foundation, and column do not conflict with DTE's existing gas facility that run in the proposed encroachment area.

All other involved City departments and privately owned utility companies request the petitioner(s) make use of "Miss Dig" facilities before the construction of the pedestrian bridge, foundation, and column take place.

There is an appropriate resolution, granting the encroachment petition, attached for consideration by your Honorable Body.

Respectfully submitted,

JESSY JACOB

City Engineer

City Engineering Division — DPW  
By Council Member Collins:

Whereas, The City Engineering Division — DPW is hereby authorized and directed to issue permits to "Downtown Development Authority and/or the Book Cadillac Residences Association" to construct and maintain the overhead pedestrian bridge, foundation, and column encroaching into Shelby Street, 60 feet wide and the public alley, 20 feet wide between Michigan Avenue 100 feet wide, and State Street, 69 feet wide; described as follows:

**The Caisson, Foundation, and Column Encroachment Legal**

The encroachment into Shelby Street is within the Governor and Judge's Plan of Section 8, as recorded in Liber 34, Page 543 of Deeds, Wayne County Records; Commencing at the intersection of the East line of vacated Shelby Street, 60 feet wide, and the South line of the public alley, 20 feet wide, as recorded in Liber 163, Page 120 of Deeds, Wayne County Records; Thence, along the North line of said vacated Shelby Street North 90°00'00" West, 7.50 feet; thence, North 00°00'00" East, 20.00 feet to the Point of Beginning; thence North 90°00'00" West, 6.00 feet; thence, North 00°00'00" East, 4.00 feet; thence, South 90°00'00" East, 6.00 feet; thence, South 00°00'00" West, 4.00 to the Point of Beginning. Containing ±24 square feet of land.

**Pedestrian Bridge Encroachment Legal**

The encroachment into Shelby Street and the public alley with a pedestrian bridge encroachment, said easement occupying the area 23 feet above the surface of Shelby Street, as it now exists, and extending therefrom to a height of 41 feet above said surface of the Shelby street; said alley lying between Griswold Street, Shelby Street, State Street, and Michigan Avenue, Governor and Judge's Plan of Section 8, as recorded in Liber 34, page 543 of Deeds, Wayne County Records, more particular described as follows: Beginning at the intersection of the East

line of vacated Shelby Avenue, 60 feet wide, and the South line of public alley, 20 feet wide, as recorded in Liber 163, Page 120 of Deeds, Wayne County Records; Thence, along the North line of said vacated Shelby Avenue, North 90°00'00" West, a distance of 60.00 feet to the West line of said Shelby Street; thence, along said West line, North 90°00'00" East, A distance of 14.00 feet; thence, leaving said West line, South 90°00'00" East, a distance of 46.50 feet; thence, North 00°00'00" East, a distance of 10.00 feet; thence, South 90°00'00" East, a distance of 6.00 feet; thence, South 00°00'00" West, a distance of 10.00 feet; thence, South 90°00'00" East, a distance of 23.50 feet; thence, South 00°00'00" West, a distance of 14.00 feet to the South line of said public alley; thence, along the South line of Said public alley, North 90°00'00" West, a distance of 16.00 feet to the Point of Beginning. Containing  $\pm 1,124$  Square feet of area.

Encroachment to consist of an overhead pedestrian bridge, caisson, foundation, and column that will link the Parking Structure to the Book Cadillac Hotel over Shelby Street, 60 feet wide, and the public alley, 20 feet wide, between the above described parcels:

Provided, That the Detroit Water and Sewerage Department forces shall have free and easy access to the water main and/or sewer facilities at all times to permit proper operation, maintenance and if required, alteration or repair of the water main and/or sewer facilities. Free and easy access shall mean that no structure or storage of materials will be allowed upon the area of encroachment to hinder the movement of maintenance equipment, and be it further

Provided, That Should the water main and/or sewer facilities be broken or damaged as a result of any action on the part of the petitioner or assigns, then in such event the petitioner or assigns shall be liable for all costs incident to the repair of such broken or damaged water main and appurtenances, and waives all claims or damages, and be it further

Provided, "Downtown Development Authority and/or the Book Cadillac Residences Association" or its assigns shall apply to the Buildings and Safety Engineering 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 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 all cost for the construction, maintenance, permits and use of the encroachments shall be borne by "Downtown Development Authority and/or the Book Cadillac Residences Association" or its assigns; and further

Provided, That all costs incurred by privately 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 "Downtown Development Authority and/or the Book Cadillac Residences Association" or its assigns. Should damages to utilities occur "Downtown Development Authority and/or the Book Cadillac Residences Association" or its assigns shall be liable for all incidental repair costs and waives all claims for damages to the encroaching installations; and further

Provided, If it becomes necessary to repair or replace the utilities located or to be located within the public rights-of-way, by acceptance of this permission, "Downtown Development Authority and/or the Book Cadillac Residences Association" (owners) for themselves, or their assigns, (by acceptance of permits for construction near underground utility lines, conduits, or mains) waives all claims for damages to the encroaching installations and agree to pay all costs incurred in their removal (or alteration), if removal (or alteration) becomes necessary; and further

Provided, That "Downtown Development Authority and/or the Book Cadillac Residences Association" shall file with the Finance Department and/or City Engineering Division — DPW an indemnity in form approved by the Law Department. The agreement shall save and protect the City of Detroit from any and all claims, damages or expenses that may arise by reason of the issuance of the permits and the faithful or unfaithful performance by "Downtown Development Authority and/or the Book Cadillac Residences Association" of the terms thereof. Further, "Downtown Development Authority and/or the Book Cadillac Residences Association" shall agree to pay all claims, damages or expenses that may arise out of the maintenance of the proposed encroachments; and further

Provided, The property owned by "Downtown Development Authority and/or the Book Cadillac Residences Association" and the encroachment shall be

subject to proper zoning or regulated use (Board of Zoning Appeals Grant); 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 whim or caprice of the City Council, and "Downtown Development Authority and/or the Book Cadillac Residences Association" 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 and indemnity agreement with the Wayne County Register of Deeds.

**PETITION NO. 2898**  
**DOWNTOWN DEVELOPMENT AUTHORITY**  
**500 GRISWOLD - SUITE 2200**  
**DETROIT, MICH. 48226**  
**c/o GARY BROWN**  
**PHONE NO. 313-363-5856**

**NOTE: ATTACHED ARE DRAWINGS OF PROPOSED ENCROACHMENT DETAILS AND CONTACT PETITIONER IF MORE DETAILS ARE NEEDED.**

**WASHINGTON BLVD. 195 FT. WD.**

**STATE ST. 69 FT. WD.**

**SHELBY ST. 60 FT. WD.**

**MICHIGAN AVE. 100 FT. WD.**

**GRISWOLD 90 FT. WD.**

**AREA OF ENCROACHMENTS**  
 (W/ PEDESTRIAN BRIDGE, FOUNDATION AND COLUMN)

**CARTO 28B**

*(FOR OFFICE USE ONLY)*

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DESCRIPTION	REVISED	APPROVED	REQUESTED TO ENCROACH INTO SHELBY ST. 60 FT. WD. AND THE EASTWEST PUBLIC ALLEY, 19 FT. WD. WITH A PEDESTRIAN BRIDGE, FOUNDATIONS, AND COLUMN ALL IN THE AREA OF MICHIGAN, GRISWOLD, STATE STREET, AND WASHINGTON BLVD.		
DRAWN BY	KEYSTONE	CHECKED	CITY OF DETROIT CITY ENGINEERING DEPARTMENT SURVEY BUREAU		
DATE	6-25-08	APPROVED	JOB NO. 01-01		
			DRWG. NO. x2898.dgn		

Adopted as follows:  
 Yeas — Council Members S. Cockrel, Collins, Jones, Kenyatta, Reeves, Tinsley-Talabi, Watson, and President Conyers — 8.  
 Nays — None.