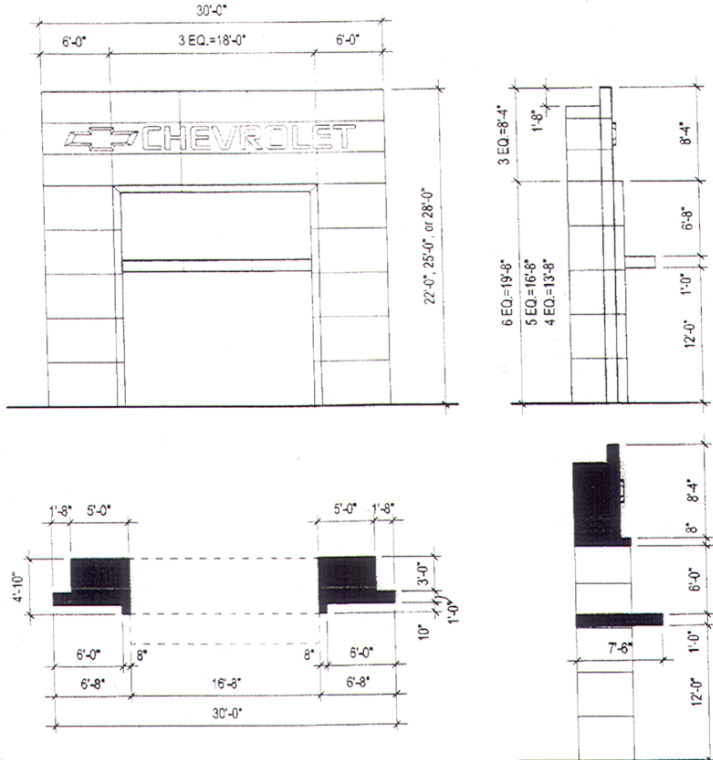


30'W Entry Element



Aluminum Composite Material (ACM)
 Panels over 5/8" CDX Plywood and
 Light Gauge Metal Framing with 1/4"
 Typ. Joints

Colors: ACM-2 – Match Alcoa
 Reynobond RB 120 (Locations: New
 Entry Façade, New Entry Canopy and
 Backside of Columns)

Colors: ACM-3 – Match Alpolic #HLA-
 4mm Brushed Hairline Aluminum
 (Location: New Entry Frame)

Provide Tube Steel Columns and Steel
 Beam as required

Provide Recessed Downlights under
 canopy

Signage shown is illustrative. Dealer
 image signs are designed and installed
 by Pattison Sign Group. The images on
 these pages are representative only
 and actual signs may vary.

4-4

Chevrolet Facility Image Design Intent | Version 1.01

Adopted as follows:

Yeas — Council Members Brown,
 Cockrel, Jr., Jenkins, Jones, Spivey, Tate,
 Watson, and President Pugh — 8.

Nays — None.

**Department of Public Works
 City Engineering Division**

January 15, 2013

Honorable City Council:

Re: Petition No. 2542 — Architectural
 Design, Inc., request permission to
 encroach into West Jefferson Avenue
 located at Crowne Plaza, 2
 Washington Blvd., Detroit, MI 48226.

Petition No. 2542 of "Architectural
 Design, Inc.", on behalf of Operadora de
 Servicios Para Hoteles de Lujo SA de CV,
 owners of the Crowne Plaza at 2
 Washington Blvd., Detroit, MI 48226
 request permission to construct and
 maintain concrete post, canopy, and
 planters encroachments 7.00 feet wide
 and 84.00 feet in length into the north side
 of West Jefferson Avenue, 210 feet wide,
 between Washington Blvd., 90 feet wide,
 and Shelby Avenue, 60 feet wide. This
 request is needed for the undergoing ren-
 ovations of the hotel.

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 no structure or barricades can be built over PLD installations or on existing utility easement areas. As per PLD requirements, any structure proposed to be built shall maintain 10 feet horizontal clearance from the overhead PLD lines and installations, also any structure proposed to be built shall maintain a minimum of 3 feet horizontal clearance and 12 feet vertical clearance from the PLD conduit bank and manholes. The contractor should take necessary precautions not to damage PLD utilities, if they plan to use heavy earth moving equipment. The contractor will be liable for any damages to any PLD underground facilities. PLD needs unrestricted rights with 24 hour heavy vehicle accesses to the areas requested for encroachment area to be maintained for PLD facilities.

Traffic Engineering Division — DPW reports no objection provided that a continuous unobstructed sidewalk width of 10 feet must remain to accommodate pedestrian movements.

Detroit Water and Sewerage Department (DWSD) reports no objections to the encroachment provided that the provisions within the resolution for encroachment is strictly followed.

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 fence and sign take place.

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

Respectfully submitted,
RICHARD DOHERTY, P.E.

City Engineer

City Engineering Division — DPW
By Council Member Brown:

Whereas, The City Engineering Division — DPW is hereby authorized and directed to issue permits to Operadora de Servicios Para Hotels de Lujo SA de CV and his/her assigns to install and maintain encroachments within West Jefferson Avenue, 210 feet wide, intends to place concrete post, canopy, and planters. The encroachment of concrete post, canopy, and planters will all be within approximately 7.00 feet from the property line on the north side of West Jefferson Avenue, 210 feet wide adjacent to the following described property:

Being the North side of West Jefferson Avenue, 210 feet wide, and between Washington Blvd., 90 feet wide, and Shelby Avenue, 60 feet wide, lying adjacent to Lots 13 through 16, both inclusive, all in the "Plan of Section Number Two in the City of Detroit in the territory of

Michigan confirmed Unanimously by the Governor and Judges on the 27th day of April 1807 and ordered to be a record and to be signed by the Governor and Attested by the Secretary of the Board Attest: Peter Audrain, secretary, as recorded in Liber 34, Page 549 of Deeds, William Hull, Wayne County Records;

Provided, That by approval of this petition the Detroit Water and Sewerage Department (DWSD) does not waive any of its rights to its facilities located in the street, and at all time, DWSD, its agents or employees, shall have the right to enter upon the street to maintain, repair, alter, service, inspect, or install its facilities. All cost incident to the damaging, dismantling, demolishing, removal and replacement of structures or other improvements herein permitted and incurred in gaining access to DWSD's facilities for maintenance, repairing, alteration servicing or inspection by DWSD shall be borne by the petitioner. All costs associated with gaining access to DWSD's facilities, which could normally be expected had the petitioner not encroached into the street shall be borne by DWSD, and be it further

Provided, That all construction performed under this petition shall not be commenced until after (5) days written notice to DWSD. Seventy-two (72) hours notice shall also be provided in accordance with P.A. 53 1974, as amended, utilizing the Miss Dig one call system, and be it further

Provided, That construction under this petition is subject to inspection and approval by DWSD forces. The cost of such inspection shall, at the discretion of DWSD, be borne by the petitioner, and be it further

Provided, That if DWSD facilities located within the street shall break or be damaged as the result of any action on the part of the petitioner, then in such event the petitioner agrees to be liable for all costs incident to the repair, replacement or relocation of such broken or damaged DWSD Facilities, and be it further

Provided, That the petitioner shall hold DWSD harmless for any damage to the encroaching device constructed or installed under this petition. which may be caused by the failure of DWSD's Facilities, and be it further

Provided, That a continuous unobstructed sidewalk width of 10 feet must remain to accommodate pedestrian movements, and further

Provided, That no structure or barricades can be built over PLD installations or on existing utility easement areas. As per PLD requirements, any structure proposed to be built shall maintain 10 feet horizontal clearance from the overhead PLD lines and installations, also any structure proposed to be built shall maintain a minimum of 3 feet horizontal clear-

ance and 12 feet vertical clearance from the PLD conduit bank and manholes. The contractor should take necessary precautions not to damage PLD utilities, if they plan to use heavy earth moving equipment. The contractor will be liable for any damages to any PLD underground facilities. PLD needs unrestricted rights with 24 hour heavy vehicle accesses to the areas requested for encroachment area to be maintained for PLD facilities, and be it further

Provided, "Operadora de Servicios Para Hotels de Lujo SA de CV" 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 "Operadora de Servicios Para Hotels de Lujo SA de CV" 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 "Operadora de Servicios Para Hotels de Lujo SA de CV" or its assigns. Should damages to utilities occur "Operadora de Servicios Para Hotels de Lujo SA de CV" 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,

"Operadora de Servicios Para Hotels de Lujo SA de CV" (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 "Operadora de Servicios Para Hotels de Lujo SA de CV" shall file or have on record 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 "Operadora de Servicios Para Hotels de Lujo SA de CV" of the terms thereof. Further, "Operadora de Servicios Para Hotels de Lujo SA de CV" 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 "Operadora de Servicios Para Hotels de Lujo SA de CV" 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 will, whim or caprice of the City Council, and "Operadora de Servicios Para Hotels de Lujo SA de CV" 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. 2542
 ARCHITECTURAL DESIGN INC.
 FOR: OPERADORA de SERVICIOS PARA HOTELS
 c/o JERRY CARRENO
 PHONE NO. 313-549-6474
 OR
 LaTINA JOHNSON
 313-623-3141



REVISION!!!



 - AREA OF ENCROACHMENT
 (WITH CONCRETE POST, CANOPY, AND PLANTERS)

CARTO28E

(FOR OFFICE USE ONLY)

B						CITY OF DETROIT CITY ENGINEERING DEPARTMENT	
A		NP				SURVEY BUREAU	
DESCRIPTION		REVS	CHG	AND	DATE	JOB NO. 01-01	
DRAWN BY NP		CHECKED				DRWG NO. x2542.dgn	
DATE 10-15-12		APPROVED					
REQUESTED TO ENCROACH INTO W JEFFERSON AVE WITH A CONCRETE POST TO HOLD CANOPY AND A PORTION OF THE CANOPY BTWN: WASHINGTON BLVD AND SHELBY.							

Adopted as follows:
 Yeas — Council Members Brown, Cockrel, Jr., Jenkins, Jones, Spivey, Tate, Watson, and President Pugh — 8.
 Nays — None.

NEW BUSINESS

Law Department

February 14, 2013

Honorable City Council:
 Re: Citizens United Against Corrupt Government vs. Detroit City Council.
 Case No.: 13-001669-AW. File No.: A52000.GEN (JDN).

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of your Honorable Body. From this review, it is our considered

opinion that a settlement in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) is in the best interest of the City of Detroit.

We, therefore, request that your Honorable Body direct the Finance Director to draw a warrant upon the proper account in favor of Citizens United Against Corrupt Government and its attorney, Andrew A. Paterson, in the total amount of Two Thousand Five Hundred Dollars (\$2,500.00) in full payment of any and all claims which Citizens United Against Corrupt Government may have against the Detroit City Council, as set forth in Case No. 13-001669-AW filed in the Circuit Court for the County of Wayne, State of Michigan, and that said amount be paid upon receipt of properly executed Release and a Stipulated Order Dismissing Action Pursuant To Settlement, in sub-