

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

**Department of Public Works  
City Engineering Division**

September 4, 2014

Honorable City Council:

Re: Petition No. 3009 — The State of Michigan; Department of Technology, Management and Budget, request to encroach into the rights-of-way of West Grand Boulevard, 150 feet wide and Second Avenue, 80 feet wide.

Petition No. 3009 — The State of Michigan; Department of Technology, Management and Budget, request to encroach into the rights-of-way of West Grand Boulevard, 150 feet wide and Second Avenue, 80 feet wide, with the installation and maintenance of an ice melt system in the sidewalk at the entrances to the historic Cadillac Place Building. Renovations in the area include replacement of the entire sidewalk surrounding the building to ensure ADA compliance. The ice melt system at the building entrances on West Grand Boulevard and Second Avenue is being installed to enhance safety for pedestrian traffic entering the premises during snow or ice storms.

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

Traffic Engineering Division — DPW reports no objection to the requested area of encroachments. City Engineering Division — DPW reports no objection provided that City policy, provisions and requirements are followed.

The Public Lighting Department (PLD) reports involvement and does not object provided certain conditions are met. The PLD conditions are a part of this resolution.

Detroit Water and Sewerage Department (DWSD) reports no objections to the encroachments provided that the provisions for encroachments are followed. The specific DWSD encroachment provisions are a part of this resolution.

DTE — Gas reports involvement and provisions protecting and/or providing for relocation of their services (if necessary) are included in the resolution.

All other City Departments and privately owned utility companies have reported no objections to the encroachments in the public rights-of-way.

In accord with Detroit Code (Sec. 50-1-9), an appropriate resolution, granting the encroachment petition, is attached for consideration by your Honorable Body.

Respectfully submitted,

RICHARD DOHERTY, P.E.,

City Engineer

City Engineering Division — DPW

By Council Member Benson:

Whereas, The City Engineering Division — DPW is hereby authorized and directed to issue permits to — The State of Michigan; Department of Technology, Management and Budget and/or his/her assign, to install and maintain encroachments with sidewalk ice melt systems within West Grand Boulevard, 150 feet wide between Second Avenue and Cass Avenue; also on Second Avenue between Milwaukee Avenue and West Grand Boulevard; all being more particularly described as follows:

Encroachment "A" Request to install and maintain a subsurface "Ice Melt System" 6.40 feet in width and 45.01 feet in length within a portion of the public sidewalk space adjacent to 3044 West Grand Boulevard in the City of Detroit, Wayne County, Michigan, in West Grand Boulevard, between Second Avenue and Cass Avenue, being more particularly described as lying northerly of and abutting the North line of the West 30.99 feet of Lot 6 and the East 14.02 feet of Lot 7, all in Block 2 (Except that part taken for widening West Grand Boulevard) "Moran and Moross Subdivision of part of Sections No. 31 and 36, T1S., R.11 and 12 E. and part of the Baker and Forsyth Farms, Detroit, Wayne County, Michigan" as recorded in Liber 8, Page 5 of Plats, Wayne County Records.

Encroachment "B" Request to install and maintain a subsurface "Ice Melt System" 13.00 feet in width and 15.00 feet in length within a portion of the public sidewalk space adjacent to 3044 West Grand Boulevard in the City of Detroit, Wayne County, Michigan, in Second Avenue between Milwaukee Avenue and West Grand Boulevard, being more particularly described as lying westerly of and abutting the West line of the South 11.74 feet of Lot 11 and the North 3.26 feet of a vacated alley 20 feet wide lying southerly of and adjoining said Lot 11, all in Block 2 "Moran and Moross Subdivision of part of Sections No. 31 and 36, T1S., R.11 and 12 E. and part of the Baker and Forsyth Farms, Detroit, Wayne County, Michigan" as recorded in Liber 8, Page 5 of Plats, Wayne County Records.

Provided, That approval of this petition/request 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 agent 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 cost 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 further

Provided, That all construction performed under this petition shall not be commence until after (5) days written notice to DWSD. Seventy-two hours notice shall also be provided in accordance with P.A. 53 1974, as amended, utilizing the MISS DIG one call system; and 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 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 cost incident to the repair, replacement, or relocation of such broken or damage DWSD facilities; and further

Provided, The petition 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 further

Provided, That if at any time in the future the petitioner shall request removal and/or relocation of DWSD's facilities in the street being encroached upon the petitioner agrees to pay all cost for such removal and/or relocation; 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.

Provided, That all cost for the construction, maintenance, permits and use of the encroachments shall be borne by "State of Michigan" and/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 "State of Michigan" and/or its assigns. Should damages to any utilities occur "State of Michigan" and/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 in the public rights-of-way, by acceptance of this permission, "State of Michigan" (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, If it becomes necessary to abandon/remove and/or relocate/reroute the DTE two (2) inch steel gas service line supplying 6500 Second Avenue located at 143 feet South of West Grand Boulevard. Please contact Michigan Gas Company Public Improvement Department: Michael Fedele at 313 389-7211 (Supervisor) or Laura Forrester at 313 389-7261 for the estimated cost including the survey, design and drawing, said costs to be borne by the petitioner; and further

Provided, Public Lighting Department has underground conduit below the encroachment and the City of Detroit is not responsible for marking, damaging, and/or interfering with the underground glycol tubes; and further

Provided, That "State of Michigan" and/or its assigns 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 "State of Michigan" of the terms thereof. Further, "State of Michigan" and/or its assigns 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 "State of Michigan" 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 places 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 "State of Michigan" acquires no implied or other privileges hereunder not expressly stated herein; and further

Provided, That the encroachment permit shall not be assigned or transferred without the written approval of the City Council and this encroachment will be/shall be assigned under "State of Michigan"; 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.



Encroachment "A" Request to install and maintain a sub-surface "Ice Melt System" 6.40 feet x 45.01 feet within a portion of the public sidewalk space adjacent to 3044 West Grand Boulevard in the City of Detroit, County of Wayne, State of Michigan, between Second Avenue, 80 feet wide, and Cass Avenue, 80 feet wide; being more particularly described as lying northerly of and abutting the north line of the west 30.99 feet of Lot 6 and the east 14.02 of Lot 7 (except as widened), of "Moran & Moross Subdivision" of part of Sections No. 31 and 36, T.1S., R.11 and 12E. and part of Baker and Forsyth Farms, City of Detroit, Wayne County, Michigan, as recorded in Liber 8, Page 15, Plats, Wayne County Records.

Encroachment "B" Request to install and maintain a sub-surface "Ice Melt System" 13.00 feet x 15.00 feet within a portion of the public sidewalk space adjacent to 3044 West Grand Boulevard in the City of Detroit, County of Wayne, State of Michigan, between Milwaukee Avenue, 60 feet wide, and said West Grand Boulevard, 150 feet wide; being more particularly described as lying westerly of and abutting the west line of the south 11.74 feet of Lot 11 and the north 3.26 feet of a vacated alley, 20 feet wide, of "Moran & Moross Subdivision" of part of Sections No. 31 and 36, T.1S., R.11 and 12E. and part of Baker and Forsyth Farms, City of Detroit, Wayne County, Michigan, as recorded in Liber 8, Page 15, Plats, Wayne County Records.

Subject to the details of the encroachment(s) as defined in the Resolution granting Petition No. 3009, when adopted by Detroit City Council.

IN WITNESS WHEREOF, the "Permittee" has executed and delivered this Agreement.

PERMITTEE:  
 "State of Michigan"  
 A Body Public

By: "NAME"  
 Its MICHAEL NOONAN

STATE OF MICHIGAN }  
 } S  
 COUNTY OF WAYNE }

Subscribed and sworn to before me on March 26, 2014 personally appeared "NAME"; Michael Noonan of "State of Michigan", a body public, who executed same on behalf of the entity and acknowledged same to be the free act and deed of the entity.

M. Kennedy  
 Notary Public  
 Wayne County, Michigan  
 My Commission Expires: November 20, 2019.

Approved by City of Detroit Law Department:  
 JAMES M. EDWARDS

Sr. Asst. Corporation Counsel  
 Date: April 3, 2014.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.  
 Nays — None.

**NEW BUSINESS**

**Finance Department  
 Purchasing Division**

September 25, 2014

Honorable City Council:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

**2868174** — 100% City Funding — To Provide Tires for the DDOT Coaches — Contractor: Shrader Tire & Oil — Location: 2045 Sylvania Avenue, Toledo, OH 43613 — Contract Period: November 1, 2012 through October 31, 2014 — Increase Amount; \$500,000.00 — Contract Amount: \$1,305,000.00. **Transportation.**

*(This contract is for an increase of funds only, original amount \$805,000.00.)*

Respectfully submitted,

BOYSIE JACKSON  
 Chief Procurement Officer  
 Finance Dept./Purchasing Div.

By Council Member Benson:

Resolved, That Contract No. **2868174** referred to in the foregoing communication dated September 25, 2014, be hereby and is approved.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

**Finance Department  
 Purchasing Division**

September 29, 2014

Honorable City Council:

**2896596** — 100% QOL Funding — To Provide Microsoft Software and Services for ITS Operating System Upgrade — Contractor: CDW-G — Location: 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 — Contract Period: Upon Receipt of Written Notice to Proceed and Through 36 Months Thereafter — Contract Amount; \$5,745,017.00.

The Purchasing Division of the Finance Department recommends contracts as outlined above.

The approval of your Honorable Body and a Waiver of Reconsideration are requested

Respectfully submitted,  
 BOYSIE JACKSON  
 Chief Procurement Officer  
 Finance Dept./Purchasing Div.