

Adopted as follows:

Yeas — Council Members Ayers, Cushingberry, Jr., Leland, Castaneda-Lopez, Sheffield, Spivey, Tate, and President Jones — 8.

Nays — None.

\*WAIVER OF RECONSIDERATION (No. 8), per motions before adjournment.

**Department of Public Works  
City Engineering Division**

April 26, 2016

Honorable City Council:

Re: Petition No. 552 — Ray's B. Collision Inc. request permission to use the berm/concrete slab as a parking area for the business located at 14516 Joy Road.

Petition No. 552 — Ray B's Collision, Inc. request to install and maintain an encroachment with berm parking on Joy Road, 120 feet wide, between Hubbell Avenue, 86 feet wide, and Strathmoor Avenue, 60 feet wide.

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

The request is being made because the business needs an area for customer parking, and the berm area between the sidewalk and the curb is concrete pavement 29 feet wide.

Traffic Engineering Division — DPW (TED), reports being involved and approves provided certain conditions are met. The TED conditions have been made a part of the attached resolution.

Detroit Water and Sewerage Department (DWSD) reports being involved, but has no objection provided the DWSD encroachment provisions are followed. The DWSD provisions have been made a part of the resolution.

All other involved City departments, including the Public Lighting Department and Public Lighting authority; also privately owned utility companies have reported no objections to the encroachment. Provisions protecting utility installations are part of the attached resolution.

I am recommending adoption of the attached resolution.

Respectfully submitted,  
RICHARD DOHERTY, P.E.

City Engineer  
City Engineering Division — DPW  
By Council Member Ayers:

Resolved, That the Department of Public Works, City Engineering Division is hereby authorized and directed to issue permits to Ray's B. Collision Inc., for encroachment with berm parking on the north side of Joy Road, 120 feet wide, between Hubbell Avenue, 86 feet wide and Strathmoor Avenue, 60 feet wide. The encroachment area being 25.03 feet west of the west line of Strathmoor Avenue and extending west 63.25 feet; also being 6.67 feet south of the north line of Joy Road

and extending south 29.5 feet. The encroachment is in Joy Road, 120 feet wide, lying south of and adjacent to south line of property described as: Land in the City of Detroit, Wayne County Michigan, being Lots 16, 17, 18 and 19 of "Karnatz Bonaparte Subdivision of Lot 4 of Beahmer's Subdivision of Section 31, T.1S., R.11E. "Greenfield Township, Wayne County, Michigan" as recorded in Liber 55, Page 29 of Plats, Wayne County Records.

Provided, That if there is any cost for the removing and/or rerouting of any utility facilities, it shall be done at the expense of the petitioner and/or property owner; and be it further

Provided, That in order to delineate the parking area and to make it safe for pedestrian and vehicular traffic adjacent to it, the petitioner shall be responsible to maintain the required continuous concrete stoppers that they have installed along the edge of the concrete berm adjacent to the grassy area just west of it, along the edge of the sidewalk, just north of it, and along the edge of the paved roadway just south of it; and be it further

Provided, That the petitioner shall maintain at all times, a minimum 6 feet wide clear sidewalk in front of 14516 Joy Road; and be it further

Provided, 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 right-of-way, and at all time, DWSD, its agents or employees, shall have the right to enter upon the right-of-way to maintain, repair, alter, service, inspect, or install its facilities. All costs 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 caused by the encroachment 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 right-of-way, 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 locat-

ed within the right-of-way 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 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; and be it further

Provided, That Ray's B. Collision Inc., or their assigns shall apply to the Buildings, Safety Engineering and Environmental Department for a building permit prior to any construction. Also, if its 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, Safety Engineering and Environmental Department (if necessary). 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; and further

Provided, That all cost for the construction, maintenance, permits and use of the encroachments shall be borne by Ray's B. Collision, Inc.; and further

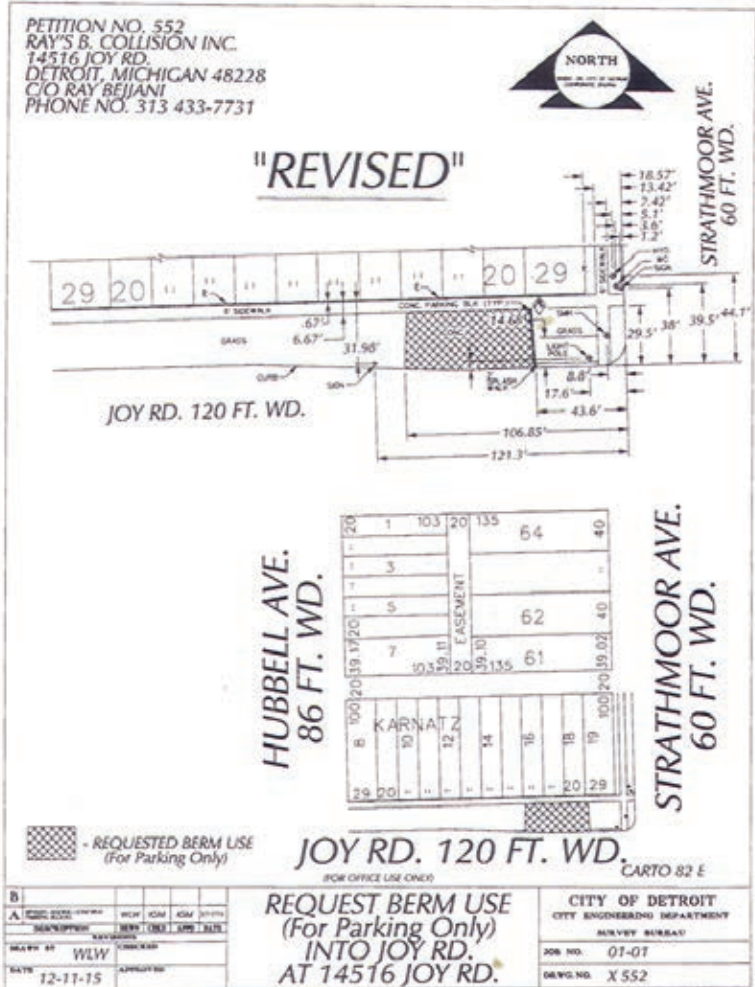
Provided, That all costs incurred by privately owned utility companies and/or city departments to alter, adjust, and/or relocate their existing utility facilities located in close proximity to the encroachments shall be borne by Ray's B. Collision, Inc. or their assigns. Should damages to utilities occur Ray's B. Collision, Inc. 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 Ray's B. Collision, Inc. 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 Ayers, Cushingberry, Jr., Leland, Sheffield, Spivey, Tate, and President Jones — 7.  
 Nays — Council Member Castaneda-Lopez — 1.

**NEW BUSINESS**  
**Finance Department**  
**Purchasing Division**

May 23, 2016

Honorable City Council:  
 Re: Contracts and Purchase Orders Scheduled to be Considered at the Formal Session of May 19, 2016.

Please be advised that the Contract submitted on April 21, 2016 for the City Council Agenda for May 24, 2016 has been amended as follows:

1. The contractor's **total contract**

**amount** was submitted incorrectly to Purchasing by the Department. Please see the corrections below:

**Submitted as:**

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**CITYWIDE**

**2850719** — 100% City Funding — To Provide Natural Gas Services — Removal of GLWA Meters from the City of Detroit Account — Contractor: State of Michigan (Energy Purchasing Cooperative) — Location: 530 W. Allegan, Lansing, MI 48910 — Contract Period: Upon City Council Agreement through December 31, 2016 — Total Contract Amount: \$39,470,633.03.

*This Amendment #2 is for extension of time only. The original contract date is November 1, 2013 through October 31, 2015 and the original contract amount is \$39,470,633.03.*