

**Department of Public Works  
City Engineering Division**

March 27, 2020

Honorable City Council:

Re: Petition No. 1771 by Giffels-Webster on behalf of Foxfire Enterprises LLC request for encroachment with underground vault and exterior architectural elements for the building at 35 Grand River.

Petition No. 1771 by Giffels-Webster on behalf of Foxfire Enterprises LLC request to encroach into the south side of Grand River Avenue, 60 feet wide, with an existing underground vault; also request to encroach with new architectural elements into Grand River Avenue and the public alley, 20 feet wide, in the block of State Street, 60 feet wide, Grand River Avenue, Griswold Avenue, 60 feet wide, and Woodward Avenue, 120 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 for an existing underground vault and new architectural elements as part of the renovation of the existing building at 35 West Grand River Avenue.

The request was approved by the Solid Waste Division – DPW, and City Engineering Division – DPW. The request was approved by DPW – Traffic Engineering Division (TED) provided certain conditions are met. The TED conditions are a part of the resolution.

Detroit Water and Sewerage Department (DWSD) has not responded to the petition. The standard DWSD provisions for encroachments have been made a part of the resolution. DTE – Electric reports involvement and the DTE conditions are a part of the resolution.

All other involved City Departments and privately owned utility companies have reported no objections to the encroachment. Provisions protecting all 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  
Council Member Benson:

Resolved, That the Department of Public Works, City Engineering Division is hereby authorized and directed to issue permits to Foxfire Enterprises, LLC or their assigns to install and maintain encroachments consisting of underground vault on the south side of Grand River Avenue, 60 feet wide, also with architectural elements consisting of signs, lighting, canopies, etcetera on Grand River Avenue and the public alley, 20 feet wide, in the block of State Street, 60 feet wide, Grand River Avenue, Griswold

Avenue, 60 feet wide, and Woodward Avenue, 120 feet wide. Location of the encroachments described as follows: land in the City of Detroit, Wayne County, Michigan being part of Grand River Avenue, 60 feet wide, and part of the public alley, 20 feet wide, lying northerly of and adjoining the northerly line, also lying easterly of and adjoining the easterly line of a parcel of land being the easterly 60 feet of Lot 69 "Plan of Section numbered Eight in the Territory of Michigan confirmed unanimously by the Governor and Judges in 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" as recorded in Liber 34, Page 543 of Deeds, Wayne County Records. The encroachments further described as follows:

1) An underground vault (aka an areaway) lying northerly of and adjoining the northerly line of the above described parcel for the full 60 feet of frontage on Grand River Avenue, from the sidewalk surface to a depth of 12 feet below the sidewalk grade and extending 7.1 feet into the Grand River Avenue right-of-way.

2) An area for architectural elements (signs, lighting, canopies, etcetera) lying northerly of and adjoining the northerly line of the above described parcel for the full 60 feet of frontage on Grand River Avenue, from 12 feet above the sidewalk and extending to 141 feet above the sidewalk (the full height of the building) and extending 3.6 feet into the Grand River Avenue right-of-way.

3) An area for architectural elements (signs, lighting, canopies, etcetera) lying easterly of and adjoining the easterly line of the above described parcel for the full 60 feet along the alley at the rear of the above described parcel, from 12 feet above the alley and extending to 141 feet above the alley grade (the full height of the building) and extending 5.0 feet into the Grand River right-of-way.

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 access is maintained to all fire department connections, and be it further

Provided, That a minimum of 12 feet under-clearance shall be maintained at all times for any of the architectural elements, and further

Provided, That the owner assumes full responsibility for the removal and installation of any architectural elements attached to the building in conflict with DTE Energy excavating equipment; and DTE Energy shall not be responsible for any damages, and further

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 right-of-way, and at all times, 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 located 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 damages 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, Foxfire Enterprises, LLC or their 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; and further

Provided, That all cost for the construction, maintenance, permits and use of the encroachments shall be borne by Foxfire Enterprises, LLC or their 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 Foxfire Enterprises, LLC or their assigns. Should damages to utilities occur Foxfire Enterprises, LLC or their assigns 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, That Foxfire Enterprises, LLC or their assigns shall file with the Department of Public Works – City Engineering Division an indemnity agreement 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 of Foxfire Enterprises, LLC or their assigns of the terms thereof. Further, Foxfire Enterprises, LLC or their assigns shall agree to pay all claims, damages or expenses that may arise out of the use, repair and maintenance of the proposed encroachments; and further

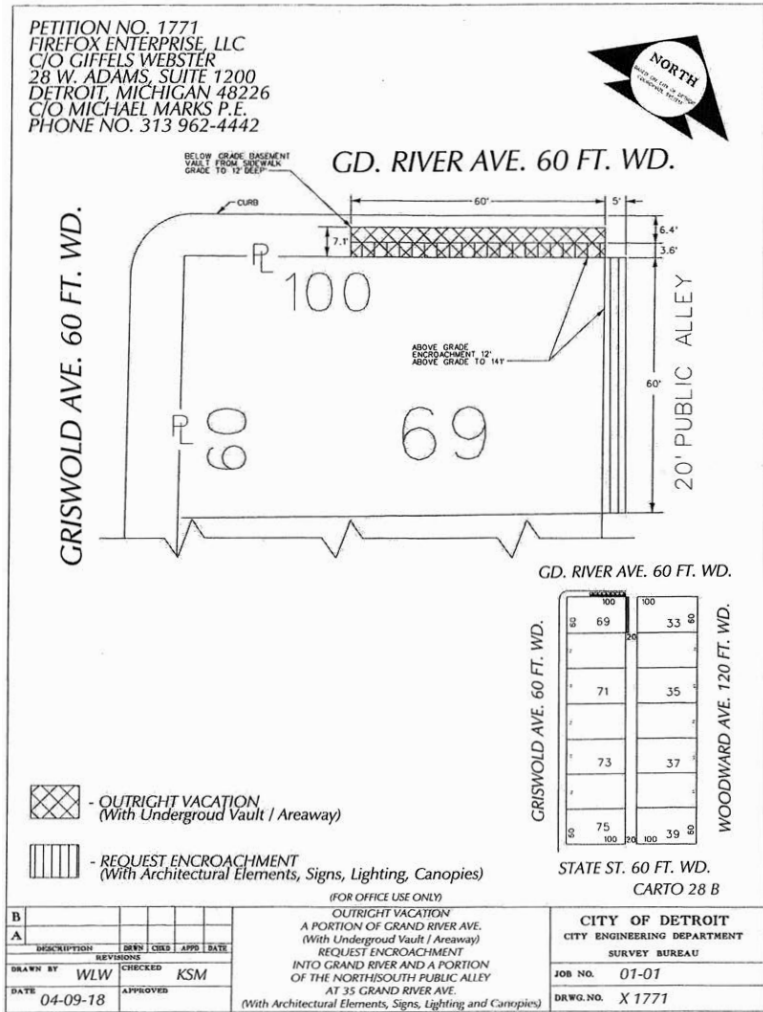
Provided, That filing of said indemnity agreement and construction of the encroachments shall be construed as acceptance of this Resolution by the "per-mitee"; and further

Provided, That all cost for the construction, maintenance, permits and use of the encroachments shall be borne by Foxfire Enterprises, LLC, or their assigns; and further

Provided, This resolution or part thereof is revocable at the will, whim or caprice of the City Council, and Foxfire Enterprises, LLC 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 be it 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, Benson, Castaneda-Lopez, Leland, McCalister, Jr., Sheffield, Spivey, Tate and President Pro Tem Sheffield — 9.  
 Nays — None.

**Department of Public Works  
 City Engineering Division**

March 27, 2020

Honorable City Council:  
 Re: Petition No. 727 — Mannik Smith Group Inc., on behalf of Douglass Acquisition Company LLC, request to vacate various alleys. The site is vacant and all roads and alleys currently located within the property are not open to vehicular traffic.  
 Petition No. 727 — Mannik Smith Group

on behalf of Douglass Acquisition Company LLC, request to vacate all of the alleys in the blocks bounded on the south by Winder Street, 50 feet wide, on the north by Wilkins Street, 71.46 feet wide, on the west by Beaubien Street, 40 feet wide, and on the east by St. Antoine Street, 50 feet wide; also all of the alleys in the blocks bounded on the south by I-75 service drive, on the north by Alfred Street, 50 feet wide, on the west by St. Antoine Street, 50 feet wide, and on the east by I-75 service drive.

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

The request is being made to facilitate a new development on the former Frederick Douglass Housing Site.