

Adopted as follows:

Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Whitfield-Calloway, Young, II and President Sheffield — 9.

Nays — None.

**Department of Public Works
City Engineering Division**

May 20, 2022

Honorable City Council:

Re: Petition No. x2022-181 — Speramus Partners LLC, request for encroachment of various awnings located on the northerly side of West McNichols Road and the west side of Prairie Street, adjacent to 7400 West McNichols Road. Additionally requesting the outright vacation of part of West McNichols Road lying south of and adjacent to 7400 West McNichols Road.

Petition No. x2022-181 — Speramus Partners LLC, request for encroachment of various awnings located on the northerly side of West McNichols Road, 66 ft. wide, and the west side of Prairie Street, 50 ft. wide, adjacent to 7400 West McNichols Road. Additionally requesting the outright vacation of part of West McNichols Road lying south of and adjacent to 7400 West McNichols Road.

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

The request is being made as part a newly permitted land-use, under BLD2021-01393, at 7400 West McNichols Road and to correct the alignment of the northerly line of West McNichols Road.

The request was approved by the Solid Waste Division — DPW, and City Engineering Division — DPW, Traffic Engineering Division.

Detroit Water and Sewerage Department (DWSD) reports being involved, but they have 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 Authority and Public Lighting Department; also 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
By Council Member Santiago-Romero:

Resolved, That the Department of Public Works, City Engineering Division is hereby authorized and directed to issue permits to Speramus Partners LLC or their assigns to install and maintain

request for encroachment of various awnings located on the northerly side of West McNichols Road, 66 ft. wide, and the west side of Prairie Street, 50 ft. wide, adjacent to 7400 West McNichols Road, further described as: Land in the City of Detroit, Wayne County, Michigan:

1. Awnings, encroaching no more than 3' 9" into the north side of West McNichols Road southerly of lots 3 through 5, the northerly 7.9' of West McNichols Road having been vacated on March 23, 1936 (JCC page 717) south of lots 3 through 4, and encroaching no more than 3' 9" into the westerly side of Prairie Street, being easterly of and adjacent to lot 5, all within "Stafford's Intercollege Subdivision" as recorded in Liber 46, Page 82 of Plats, Wayne County Records. Said awnings will be installed to overhang the right of way at a height of no less than 12' 10" and no higher than 15' 10" above grade.

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 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, Speramus Partners 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 Speramus Partners 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 Speramus Partners LLC or their assigns. Should damages to utilities occur Speramus Partners 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 Speramus Partners 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 Speramus Partners LLC or their assigns of the terms thereof. Further, Speramus Partners 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 construction of the encroachments shall constitute acceptance of the terms and conditions as set forth in this resolution; and be it further

Provided, This resolution is revocable at the will, whim or caprice of the City Council, and Speramus Partners 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.

Resolved, West McNichols, 66 ft. wide, lying between Prairie Street, 50 ft. wide, and San Juan Drive, varied width; further described as land in the City of Detroit, Wayne County, Michigan being:

1. The northerly 7.9' of West McNichols Road, 66 ft., lying southerly of and adjacent to lot 5 of "Stafford's Intercollege Subdivision" as recorded in Liber 46, Page 82 of Plats, Wayne County Records.

Be and the same are hereby vacated (outright) as public rights-of-way to become part and parcel of the abutting property, subject to the following provisions:

Provided, That petitioner/property owner make satisfactory arrangements with any and all utility companies for cost and arrangements for the removing and/or relocating of the utility companies and city departments services, and further

Provided, That the petitioner/property owner acknowledge that DWSD relinquishes all responsibility for underground sewers, if any, and further

Provided, That the petitioner/property owner bear the entire cost of any modification to the sewer, in any, including costs related to construction, demolition, permitting, inspection, and survey, and further

Provided, That any construction in the public rights-of-way such as curbs and sidewalks shall be done under city permit and inspection according to City Engineering Division — DPW specifications with all costs borne by the abutting owner(s), their heir or assigns; 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.

