



Adopted as follows:
 Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Young, II and President Sheffield — 8.
 Nays — None.
 *WAIVER OF RECONSIDERATION (No. 30) Per motions before adjournment.

**Department of Public Works
 City Engineering Division**

November 3, 2023

Honorable City Council:

Re: **Petition Number x2023-372** — Grand River LLC, request for encroachment within the northerly part of Grand River Avenue, adjacent to the parcel commonly known as 28 Grand River Avenue, for the installation of an on-site advertising sign.

Petition No. x2023-372 — Grand River LLC, request for encroachment within the northerly part of Grand River Avenue, 60 ft. wide, adjacent to the parcel commonly known as 28 Grand River Avenue, for the installation of an on-site advertising sign.

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

The request was approved by the Solid Waste Division — DPW, City Engineering Division — DPW, and 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 Grand River LLC or their assigns to install and maintain various encroachments within Grand River Avenue, further described as: Land in the City of Detroit, Wayne County, Michigan;

On-Site advertising sign, within Grand River Avenue, 60 ft. wide, lying southerly of and adjacent to lot 68 of "The Governor and Judges Plat of Section 8" as recorded in Liber 34, Page 543 of Plats, Wayne County Records. Said on-site advertising sign shall be installed ranging from 12.5' to 14.5' above grade and extend 3' into the northerly part of Grand River Avenue.

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, Grand River 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 Grand River 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 Grand River LLC or their assigns. Should damages to utilities occur Grand River 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 Grand River 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 Grand River LLC or their assigns of the terms thereof. Further, Grand River 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 Grand River 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.

MAP-23-77

GRISWOLD ST. 60 FT. WD.

68

PROJECTING SIGN
12.5' ABOVE GRADE

35'

1'

3'

GRAND RIVER AVE. 60 FT. WD.

CLIFFORD ST. 60 FT. WD.

GRISWOLD ST. 60 FT. WD.

WOODWARD AVE. 120 FT. WD.

28

30

32

66

68

GRAND RIVER AVE. 60 FT. WD.

NOTE: 2'x3' Projecting Sign,
12.5' Above Grade

■ - REQUEST ENCROACHMENT

(FOR OFFICE USE ONLY)

CARTO 28 B

B					
A					
DESCRIPTION	ISSUED	CHG	APP	DATE	
DATE BY	LC	CHG	AP		
DATE	07-06-2023	APPROVED	JD		

REQUEST ENCROACHMENT
AT 28 W. GRAND RIVER AVE.
NEAR GRISWOLD AVE.

CITY OF DETROIT
CITY ENGINEERING DIVISION
SURVEY BUREAU

JOB NO. 23-77
DRWG. NO.

Adopted as follows:
Yeas — Council Members Benson, Durhal, III, Johnson, Santiago-Romero, Tate, Waters, Young, II and President Sheffield — 8.
Nays — None.

**Department of Public Works
City Engineering Division**

November 3, 2023

Honorable City Council:

Re: **Petition Number x2023-373** — XLNC Invest LLC request for the temporary closure of the public alley lying westerly of and adjacent to the parcel commonly known as 11385 Greenfield, between Elmira Street and Plymouth Road for a period of (5) years.

Petition No. x2023-373 — XLNC Invest LLC request for the temporary closure of the public alley, 18 ft wide, lying westerly of and adjacent to the parcel commonly known as 11385 Greenfield, between Elmira Street, 60 ft. wide, and Plymouth Road, 86 ft. wide, for a period of (5) years.

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

All other city departments and utilities have reported no objections to the temporary closure, provided they always have the right to ingress and egress to their facilities. Provisions protecting the rights of the utilities and the City are a part of this 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, City Engineering Division — DPW is hereby authorized and directed to issue permit for the temporary closure of the public right-of-way, further described as:

1. The north-south public alley, 18 ft. wide, lying westerly of and adjacent to lots 130 through 155 and lying easterly of and adjacent to lots 166 through 179 and part of lot 180 of "Frischkorn's Dynamic Subdivision" as recorded in Liber 48, Page 66 of Plats, Wayne County Records.

2. The east-west public alley, 18 ft. wide, lying southerly of and adjacent to lots 156 through 159 and part of lot 160 and lying northerly of and adjacent to lot 155 of "Frischkorn's Dynamic Subdivision" as recorded in Liber 48, Page 66 of Plats, Wayne County Records.

Provided, That the petitioner shall file with the Finance Department and/or City Engineering Division — DPW an indem-

nity agreement in the form approved by the Law Department. The agreement shall save and protect the City of Detroit from all claims, damages or expenses that may arise by reason of the issuance of permits and the faithful or unfaithful performance by the petitioner of the terms thereof. Further, the petitioner shall agree to pay all claims, damages or expenses that may arise out of the maintenance of the temporary public street closing; and

Provided, The property owned by the petitioner and adjoining the temporary public street closing shall be subject to the proper zoning or regulated use (Board of Zoning Appeals Grant) over the total width and length of the street; and

Provided, No building or other structures of any nature whatsoever, including, but not limited to, concrete slabs or driveways, retaining or partition walls, line fences or gates, shall be constructed on or over the public right of way. The petitioner shall observe the rules and regulations of the City Engineering Division — DPW. The City of Detroit retains all rights and interests in the temporary closed public right of way. The City and all utility companies retain their rights to service, inspect, maintain, repair, install, remove or replace utilities in the temporary closed public rights of way. Further, the petitioner shall comply with all specific conditions imposed to ensure unimpeded 24 hour-per-day access to the City and utility companies; and

Provided, This resolution does not permit the storage of materials, displays of merchandise or signs within the temporary closed public rights of way. Further, the placement of materials, merchandise, or signs on any adjacent temporary area is prohibited; and

Provided, That if there is still a need for access from any of the abutting property owners to said temporary closed street, access shall and must be maintained for those properties; and

Provided, That at the expiration of the permit, all obstructions shall be removed at the petitioner's expense. The public property shall be restored to a condition satisfactory to the City Engineering Division — DPW by the petitioner at the petitioner's expense; and

Provided, That this resolution is revocable at the will, whim, or caprice of the Detroit City Council without cause. The petitioner waives the right to claim damages or compensation for removal of encroachments. Further, the permittee acquires no implied or other privileges hereunder not expressly stated herein. If this permit is continued for the five (5) year period, the City Council may (Upon written request and if the circumstances justify accordingly) grant an extension thereto; and