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**One Way Signs**

**Date Dis-continued**

NONE

Adopted as follows:

Yeas — Council Members S. Cockrel, Collins, Jones, Reeves, Tinsley-Talabi, Watson, and President K. Cockrel, Jr. — 7.  
Nays — None.

**Department of Public Works  
City Engineering Division**

May 1, 2008

Honorable City Council:

Re: Petition No. 2120 — Gigante Prince Valley Supermercado, request for the conversion to easement Fletcher Street and encroach into an alley.

Petition No. 2120 of "Gigante Prince Valley Supermercado" whose address is 5931 Michigan Avenue, Detroit, Michigan 48210 request conversion to easement the remaining portion of Fletcher Street, 60 feet wide, and to maintain an encroachment of a six and a half (6.5) feet by five and a half (5.5) feet concrete pad for a transformer in the East-West public alley, 20 feet wide all in the block bounded by Michigan Avenue, 120 feet wide, Lola Street, 60 feet wide, Hammond Avenue, 33 feet wide, and Wesson Avenue, 60 feet wide.

The request was approved by the Solid Waste Division — DPW, and the Traffic Engineering Division. The petition was referred to the City Engineering Division — DPW for investigation (utility clearance and review) and report. This is our report:

All public right-of-way work, including maintenance, must be subject to city permits, inspection, and specifications. "Gigante Prince Valley Supermercado" and/or their assigns must obtain permits from City Engineering Division — DPW for any public right-of-way work together with building permits.

Detroit Water and Sewerage Department (DWSD) reports no objections to the Conversion to easement and the encroachment of the concrete pad with transformer provide that minimum clearances are maintained.

All other City Departments and privately owned utility companies have reported no objections. Provisions protecting utility installations are part of the resolution.

I am recommending adoption of the attached resolution.

Respectfully submitted,

JESSY JACOB

Interim City Engineer

City Engineering Division — DPW  
By Council Member Tinsley-Talabi:

Resolved, All that part of Fletcher Street, 60 feet wide, West of Wesson Avenue, 60 feet wide, lying South of and abutting the South line of Lot 1 and the public alley vacated on November 30,

1909, and lying North of and abutting the North line of Lot 25 all in the "Plat of Wesson & Ingersoll's Subdivision" of P.C. 171 South of Michigan Avenue, T. 2 S., R. 11 E., Springwells (now Detroit) Wayne County, Michigan as recorded in Liber 1, Page 18, Plats, Wayne County Records;

Be and the same is hereby vacated as a public street and is hereby converted into a private easement for public utilities of the full width of the street, which easement shall be subject to the following covenants and agreements, uses, reservations and regulations, which shall be observed by the owners of the lots abutting on said street and by their heirs, executors, administrators and assigns, forever to wit:

First, Said owners hereby grant to and for the use of the public easement or right-of-way over said vacated public street herein above described for the purposes of maintaining, installing, repairing, removing, or replacing public utilities such as water mains, sewers, gas lines or mains, telephone, electric light conduits or poles or things usually placed or installed in a public street in the City of Detroit, with the right to ingress and egress at any time to and over said easement for the purpose above set forth,

Second, Said utility easement or right-of-way in and over said vacated street herein above described shall be forever accessible to the maintenance and inspection forces of the utility companies, or those specifically authorized by them, for the purpose of inspecting, installing, maintaining, repairing, removing, or replacing any sewer, conduit, water main, gas line or main, telephone or light pole or any utility facility placed or installed in the utility easement or right-of-way. The utility companies shall have the right to cross or use the driveways and yards of the adjoining properties for ingress and egress at any time to and over said utility easement with any necessary equipment to perform the above mentioned task, with the understanding that the utility companies shall use due care in such crossing or use, and that any property damaged by the utility companies, other than that specifically prohibited by this resolution, shall be restored to a satisfactory condition,

Third, Said owners for their heirs and assigns further agree that no buildings or structures of any nature whatsoever including, but not limited to, concrete slabs or driveways, retaining or partition walls, shall be built or placed upon said easement, nor change of surface grade made, without prior approval of the City Engineering Division — DPW,

Fourth, That if the owners of any lots abutting on said vacated street shall request the removal and/or relocation of any existing poles or other utilities in said easement, such owners shall pay all costs

incidental to such removal and/or relocation, unless such charges are waived by the utility owners,

Fifth, That if any utility located in said property shall break or be damaged as a result of any action on the part of said owners or assigns (by way of illustration but not limitation) such as storage of excessive weights of materials or construction not in accordance with Section 3, mentioned above, then in such event said owners or assigns shall be liable for all costs incidental to the repair of such broken or damaged utility; and further

Provided, That if it becomes necessary to remove the paved street return at the entrances (into Wesson Avenue), such removal and construction of new curb and sidewalk 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

Resolved, That the City Engineering Division — DPW is hereby authorized and directed to issue permits to "Gigante Prince Valley Supermercado", to install and maintain encroachments into the open public alley 20 feet wide, with a concrete pad with a transformer that is six and a half (6.5) feet by five and a half (5.5) feet, adjacent to the following described property:

Lying within the East-West public alley, 20 feet wide, in the block bounded by Michigan Avenue, 120 feet wide, Lola Street, 60 feet wide, Hammond Avenue, 33 feet wide, and Wesson Avenue, 60 feet wide, lying adjacent to Lot 20 in the "Plat of Wesson & Ingersoll's Subdivision" of P.C. 171 South of Michigan Avenue, T. 2 S., R. 11 E., Springwells (now Detroit) Wayne County, Michigan as recorded in Liber 1, Page 18, Plats, Wayne County Records;

Whereas, Approval of this petition by the Detroit Water and Sewerage Department (DWSD) does not waive any of its rights to its facilities located in the alley, and at all time, DWSD, its agents or employees, shall have the right to enter upon the alley to maintain, repair, alter, service, inspect, or install its facilities. All costs incidental 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 costs associated with gaining access to DWSD's facilities, which could normally be expected had the petitioner not encroached into the alley, 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 accor-

dance 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 alley shall break or be damaged as the result of any action on the part of the petitioner, then 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, That if at any time in the future the petitioner shall request removal and/or relocation of DWSD's facilities in the alley being encroached upon the petitioner agrees to pay all costs for such removal and/or relocation; and be it further

Provided, The petitioner, "Gigante Prince Valley Supermercado and/or their assign" shall make application to the Building and Safety Engineering Department for a building permit. The concrete pad with transformer encroachment shall be installed and maintained in accord with plans submitted to and approved by Building and Safety Engineering Department and/or City Engineering Division. All costs for plan review, inspection, and building permits shall be paid by the petitioner; and further

Provided, That the petitioner shall file with the Finance Department and/or City Engineering Division — DPW 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 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 proposed encroachments; and further

Provided, That such use of the public rights-of-way shall be under the rules and regulations of the City Engineering Division in conjunction with the Building and Safety Engineering Department (if necessary). The City of Detroit retains all rights to establish, maintain, inspect, and service any utilities within or over said public alley; and further

Provided, All costs for the construction, maintenance, permits, and use of the concrete pad with transformer encroachment(s) within the said public right-of-way

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shall be borne by the petitioner. The installation and maintenance of said encroachment(s) shall comply with the rules and regulations of the City Engineering Division — DPW (in conjunction with Buildings and Safety Engineering Department, if necessary, and Traffic Engineering Division — DPW; 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, the concrete pad with transformer encroachment(s) owners for themselves, their heirs or assigns, waive claims for damages to the encroaching installations and agree to pay all costs incurred in their removal, if removal becomes necessary, and to restore the property affected to a condition satisfactory to the City Engineering Division — DPW (in conjunction with Buildings and Safety Engineering Department, if necessary) at the encroachment owner's expense; and further

Provided, That said permittee shall be subject to any tax under the provisions of the General Property Tax Act, which may be levied against it pursuant to law; and further

Provided, That no 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 concrete pad with transformer encroachment(s) 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 said permits issued by the City Engineering Division — DPW and/or the Buildings and Safety Engineering Department are granted with the distinct understanding that in the event the City Charter, or Detroit Code(s), or ordinance(s), or resolution(s), or City

policies (governing the placement of encroachments in public right-of-ways are amended to provide for the levying thereafter, of a fee, charge or rental, to be hereafter determined upon, for the occupancy of public streets, alleys or other public places, that the permittee will pay said fee, charge or rental provided for in said Charter, or code(s), or ordinance(s), or resolution(s), or policies; also said permittee does hereby bind itself thereunto, and accept said permits on the conditions hereby imposed, and in the event said permittee shall contest the validity of said Charter, or code(s), or ordinance(s), or resolution(s), or policies of said fee, charge or rental, or upon refusal to pay same, these permits shall immediately become void; and further

Provided, This resolution is revocable at the will, whim or caprice of the City Council, and permittee hereby waives any right to claim damages or compensation for removal of encroachment(s), and further, that the permittee acquires no implied or other privileges hereunder not expressly stated herein; and further

Provided, The installation and maintenance of encroachment [that is, concrete pad with transformer in the area of Michigan, Lola, Hammond, and Wesson] project encroachment require the filing of an indemnity agreement and the securing of the necessary permit(s) referred to herein shall be construed as acceptance of this resolution by "Gigante Prince Valley Supermercado and/or their assign"; and further

Provided, That the concrete pad with transformer encroachment permit 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 and indemnity agreement with the Wayne County Register of Deeds.

