

City of Detroit  
OFFICE OF THE CITY CLERK

Janice M. Winfrey  
City Clerk

Vivian A. Hudson  
Deputy City Clerk

**DEPARTMENTAL REFERENCE COMMUNICATION**

June 14, 2006

To: The Department or Commission Listed Below

From: Janice M. Winfrey  
Detroit City Clerk

The following petition is herewith referred to you for report and recommendation to the City Council

In accordance with that body's directive, kindly return the same with your report in duplicate within four (4) weeks.

**/PUBLIC WORKS - CITY ENGINEERING DIVISION/**

**0624 SDG Architects & Planners - Detroit Historical Museum**, request sign encroachments in connection with Relaunch Renovations, in area of Cass Avenue, Kirby Avenue, and Woodward Avenue.

RECEIVED  
CITY ENGINEERING DIVISION  
JUN 23 2006

By \_\_\_\_\_

7  
CED  
TBD

200 Coleman A. Young Municipal Center • Detroit, Michigan 48226-3400  
(313) 224-3260 • Fax (313) 224-1466

30B  
LVM-6

7 June 2006

Detroit City Council  
1340 Coleman A. Young Municipal Center  
Two Woodward Avenue,  
Detroit, MI 48226

Re: **Detroit Historical Museum  
Petition for Sign Encroachment**

2 JUN 06 2:35

Dear Honorable Body:

-CITY CLERK-

At the instructions of the Detroit Historical Society, we are hereby submitting this petition for sign encroachment.

The Detroit Historical Society hereby requests the following sign encroachments in connection with the Relaunch Renovations at the Detroit Historical Museum. The encroachment is shown on the attached drawing.

Sincerely,

  
**GEOFFREY HARRISON, RIBA**  
President

615 Griswold  
Ford Building  
Suite 103  
Detroit, Michigan 48226  
(313) 961-9000  
Fax: (313) 964-3233



SDG

2 PALM LANE SUITE 1000  
ANN ARBOR MI 48106  
734.769.1234

DETROIT  
HISTORICAL  
MUSEUM

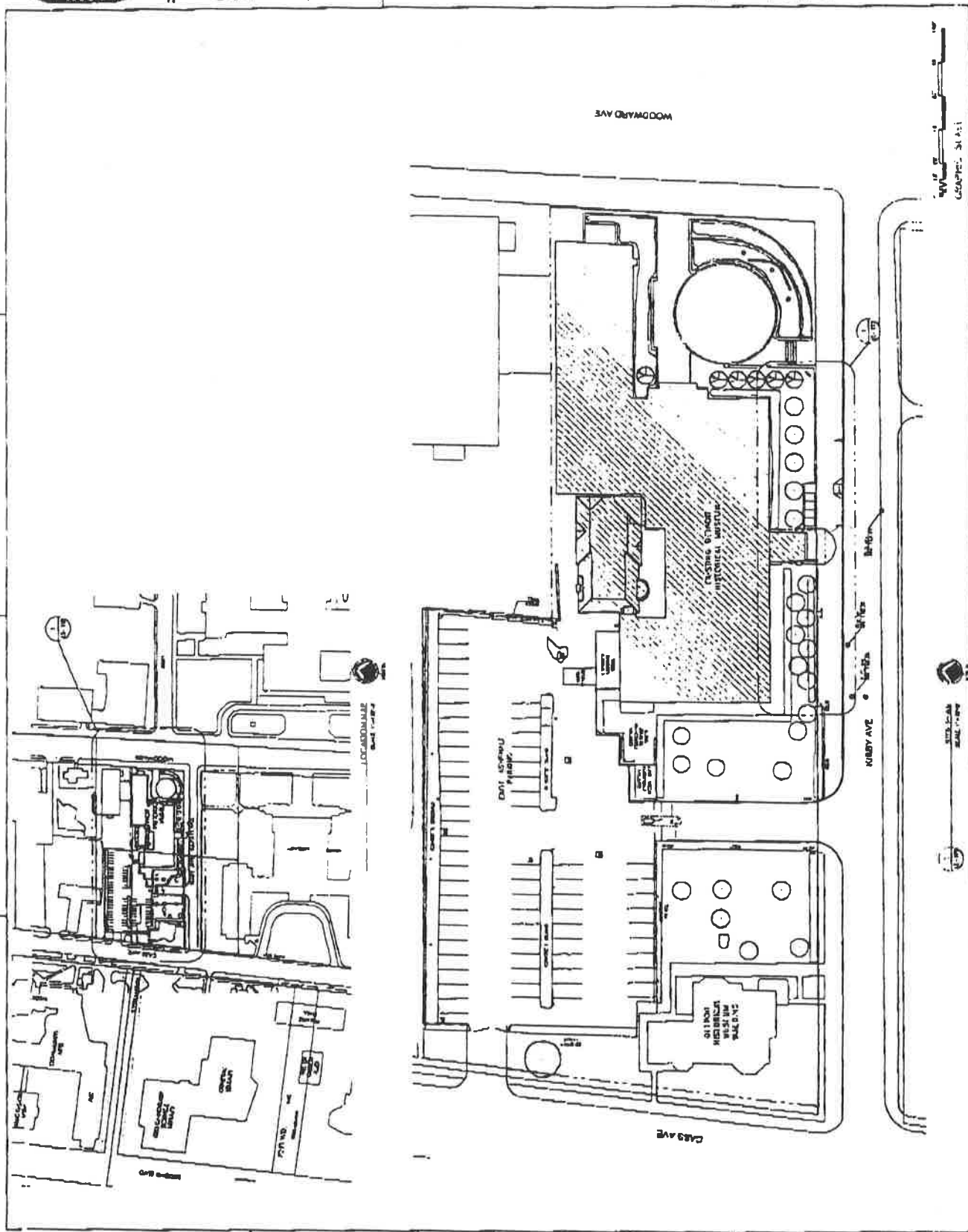
RELAUNCH  
RENOVATION

481 WOODWARD AVE  
DETROIT, MI 48226

PROPOSED EXTERIOR  
SITE PLAN

SCALE: 1" = 10'  
DATE: 10/15/14  
DRAWN BY: [unintelligible]  
CHECKED BY: [unintelligible]

AS-100



SCALE: 1" = 10'  
DATE: 10/15/14



ANN ARBOR MI 48106



ANN ARBOR MI 48106



**SDG**  
ARCHITECTURAL FIRM  
1000 W. WABASH AVE.  
ANN ARBOR, MI 48106  
TEL: 734.769.1234  
WWW.SDGARCHITECTS.COM

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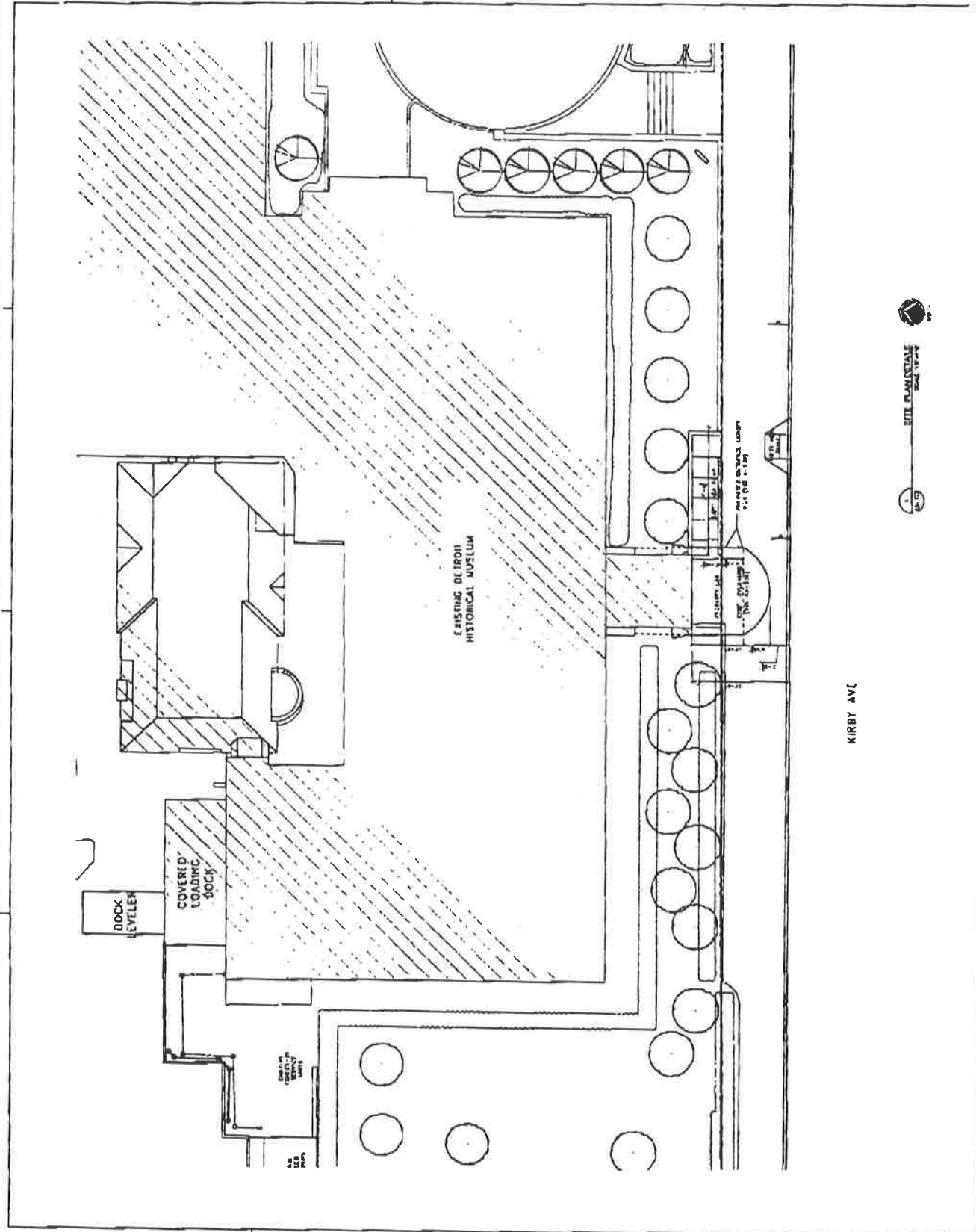
**DETROIT HISTORICAL MUSEUM  
RELAUNCH RENOVATIONS**

3411 WOODWARD AVENUE  
DETROIT, MI 48226

ENLARGED SITE PLAN

NO. 1	1/2" = 1' - 0"
NO. 2	1/4" = 1' - 0"
NO. 3	1/8" = 1' - 0"
NO. 4	1/16" = 1' - 0"
NO. 5	1/32" = 1' - 0"
NO. 6	1/64" = 1' - 0"
NO. 7	1/128" = 1' - 0"
NO. 8	1/256" = 1' - 0"
NO. 9	1/512" = 1' - 0"
NO. 10	1/1024" = 1' - 0"
NO. 11	1/2048" = 1' - 0"
NO. 12	1/4096" = 1' - 0"
NO. 13	1/8192" = 1' - 0"
NO. 14	1/16384" = 1' - 0"
NO. 15	1/32768" = 1' - 0"
NO. 16	1/65536" = 1' - 0"
NO. 17	1/131072" = 1' - 0"
NO. 18	1/262144" = 1' - 0"
NO. 19	1/524288" = 1' - 0"
NO. 20	1/1048576" = 1' - 0"
NO. 21	1/2097152" = 1' - 0"
NO. 22	1/4194304" = 1' - 0"
NO. 23	1/8388608" = 1' - 0"
NO. 24	1/16777216" = 1' - 0"
NO. 25	1/33554432" = 1' - 0"
NO. 26	1/67108864" = 1' - 0"
NO. 27	1/134217728" = 1' - 0"
NO. 28	1/268435456" = 1' - 0"
NO. 29	1/536870912" = 1' - 0"
NO. 30	1/1073741824" = 1' - 0"
NO. 31	1/2147483648" = 1' - 0"
NO. 32	1/4294967296" = 1' - 0"
NO. 33	1/8589934592" = 1' - 0"
NO. 34	1/17179869184" = 1' - 0"
NO. 35	1/34359738368" = 1' - 0"
NO. 36	1/68719476736" = 1' - 0"
NO. 37	1/137438953472" = 1' - 0"
NO. 38	1/274877906944" = 1' - 0"
NO. 39	1/549755813888" = 1' - 0"
NO. 40	1/1099511627776" = 1' - 0"
NO. 41	1/2199023255552" = 1' - 0"
NO. 42	1/4398046511104" = 1' - 0"
NO. 43	1/8796093022208" = 1' - 0"
NO. 44	1/17592186044416" = 1' - 0"
NO. 45	1/35184372088832" = 1' - 0"
NO. 46	1/70368744177664" = 1' - 0"
NO. 47	1/140737488355328" = 1' - 0"
NO. 48	1/281474976710656" = 1' - 0"
NO. 49	1/562949953421312" = 1' - 0"
NO. 50	1/1125899906842624" = 1' - 0"
NO. 51	1/2251799813685248" = 1' - 0"
NO. 52	1/4503599627370496" = 1' - 0"
NO. 53	1/9007199254740992" = 1' - 0"
NO. 54	1/18014398509481984" = 1' - 0"
NO. 55	1/36028797018963968" = 1' - 0"
NO. 56	1/72057594037927936" = 1' - 0"
NO. 57	1/144115188075855872" = 1' - 0"
NO. 58	1/288230376151711744" = 1' - 0"
NO. 59	1/576460752303423488" = 1' - 0"
NO. 60	1/1152921504606846976" = 1' - 0"
NO. 61	1/2305843009213693952" = 1' - 0"
NO. 62	1/4611686018427387904" = 1' - 0"
NO. 63	1/9223372036854775808" = 1' - 0"
NO. 64	1/18446744073709551616" = 1' - 0"
NO. 65	1/36893488147419103232" = 1' - 0"
NO. 66	1/73786976294838206464" = 1' - 0"
NO. 67	1/147573952589676412928" = 1' - 0"
NO. 68	1/295147905179352825856" = 1' - 0"
NO. 69	1/590295810358705651712" = 1' - 0"
NO. 70	1/1180591620717411303424" = 1' - 0"
NO. 71	1/2361183241434822606848" = 1' - 0"
NO. 72	1/4722366482869645213696" = 1' - 0"
NO. 73	1/9444732965739290427392" = 1' - 0"
NO. 74	1/18889465931478580854784" = 1' - 0"
NO. 75	1/37778931862957161709568" = 1' - 0"
NO. 76	1/75557863725914323419136" = 1' - 0"
NO. 77	1/151115727451828646838272" = 1' - 0"
NO. 78	1/302231454903657293676544" = 1' - 0"
NO. 79	1/604462909807314587353088" = 1' - 0"
NO. 80	1/1208925819614629174706176" = 1' - 0"
NO. 81	1/2417851639229258349412352" = 1' - 0"
NO. 82	1/4835703278458516698824704" = 1' - 0"
NO. 83	1/9671406556917033397649408" = 1' - 0"
NO. 84	1/19342813113834066795298816" = 1' - 0"
NO. 85	1/38685626227668133590597632" = 1' - 0"
NO. 86	1/77371252455336267181195264" = 1' - 0"
NO. 87	1/154742504910672534362390528" = 1' - 0"
NO. 88	1/309485009821345068724781056" = 1' - 0"
NO. 89	1/618970019642690137449562112" = 1' - 0"
NO. 90	1/1237940039285380274899124224" = 1' - 0"
NO. 91	1/2475880078570760549798248448" = 1' - 0"
NO. 92	1/4951760157141521099596496896" = 1' - 0"
NO. 93	1/9903520314283042199192993792" = 1' - 0"
NO. 94	1/19807040628566084398385987584" = 1' - 0"
NO. 95	1/39614081257132168796771975168" = 1' - 0"
NO. 96	1/79228162514264337593543950336" = 1' - 0"
NO. 97	1/158456325028528675187087900672" = 1' - 0"
NO. 98	1/316912650057057350374175801344" = 1' - 0"
NO. 99	1/633825300114114700748351602688" = 1' - 0"
NO. 100	1/1267650600228229401496703205376" = 1' - 0"

AS-170





DETROIT HISTORICAL MUSEUM

SDG

547 EAST WOODWARD AVENUE, DETROIT, MI 48226

DETROIT HISTORICAL MUSEUM

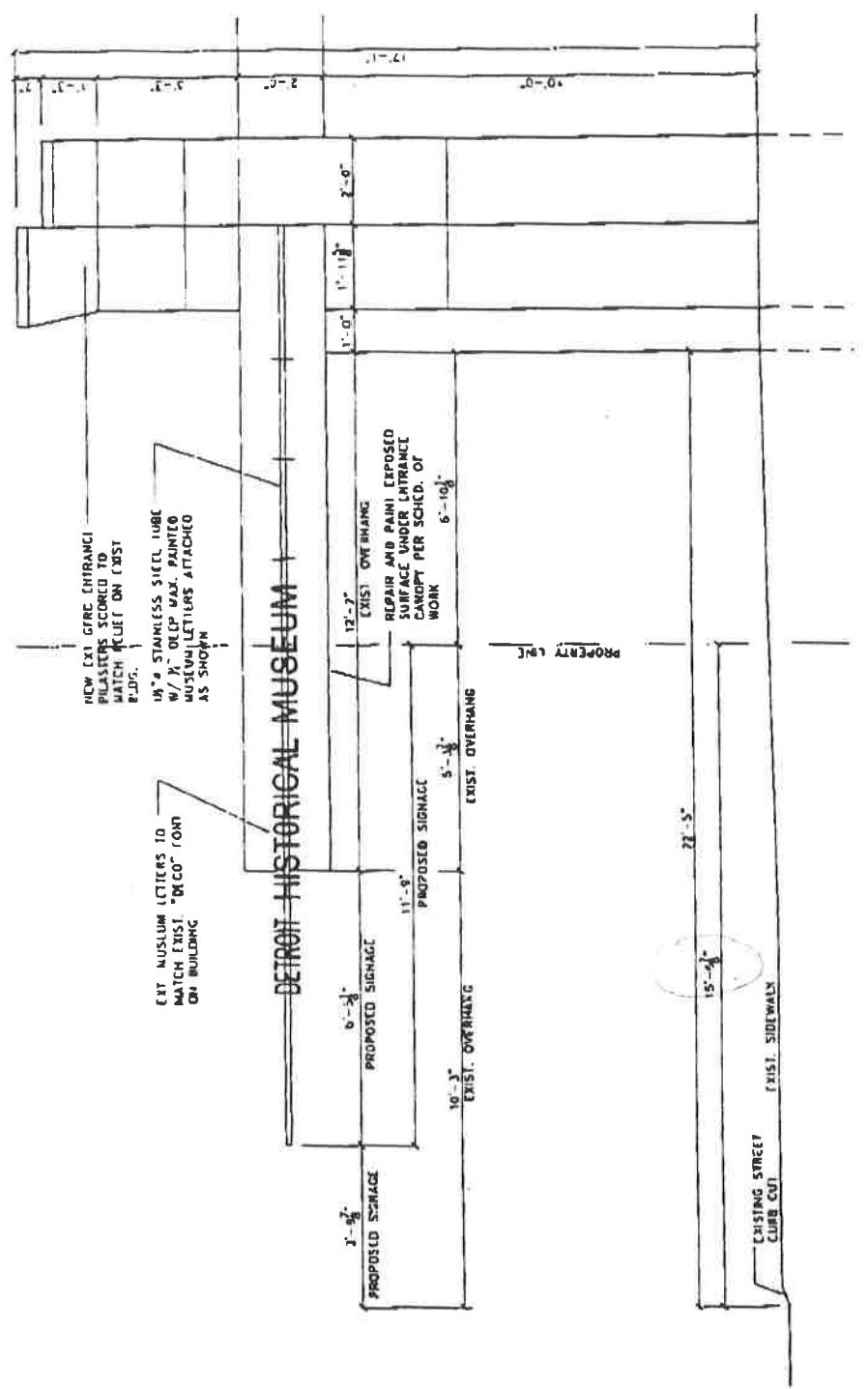
RELAUNCH RENOVATION

MET WOODWARD AVENUE, DETROIT, MI 48226

ENTRANCE LOBBY CANOPY ELEVATION

NO.	DESCRIPTION
1	ENTRANCE LOBBY CANOPY ELEVATION
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AS-80



**ENTRANCE LOBBY CANOPY**  
**EAST ELEVATION**  
SCALE: 1/8" = 1'-0"

1  
(S-80)



SDG

DETROIT HISTORICAL SOCIETY

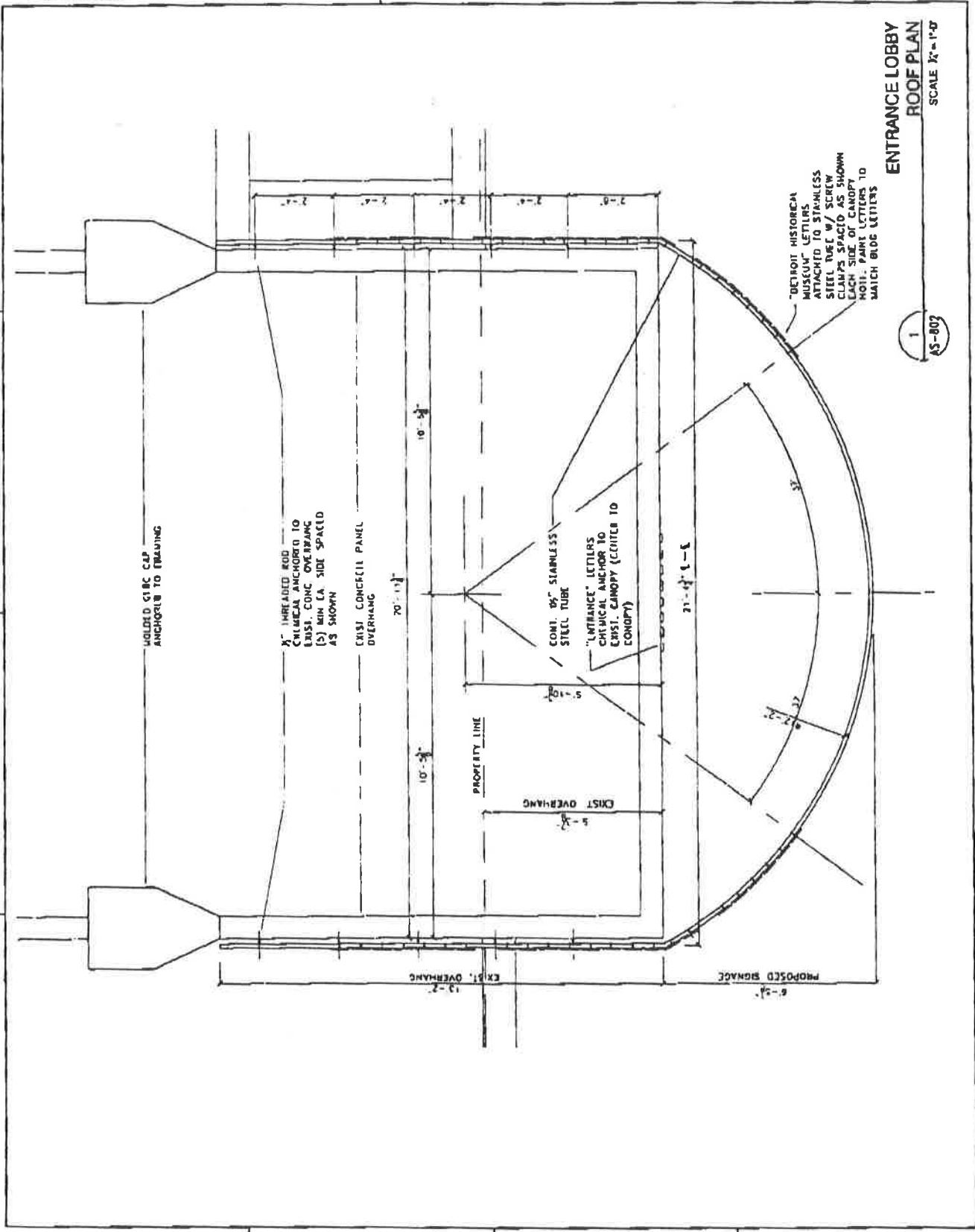
DETROIT HISTORICAL MUSEUM  
RELAUNCH RENOVATIONS

3401 WOODRUFF AVENUE  
DETROIT, MI 48202

ENTRANCE LOBBY  
CANOPY ROOF PLAN

DATE	
BY	
CHKD	
APP'D	
SCALE	1/8" = 1'-0"

AS-802



ENTRANCE LOBBY  
ROOF PLAN  
SCALE 1/8" = 1'-0"

1  
AS-802



SDG

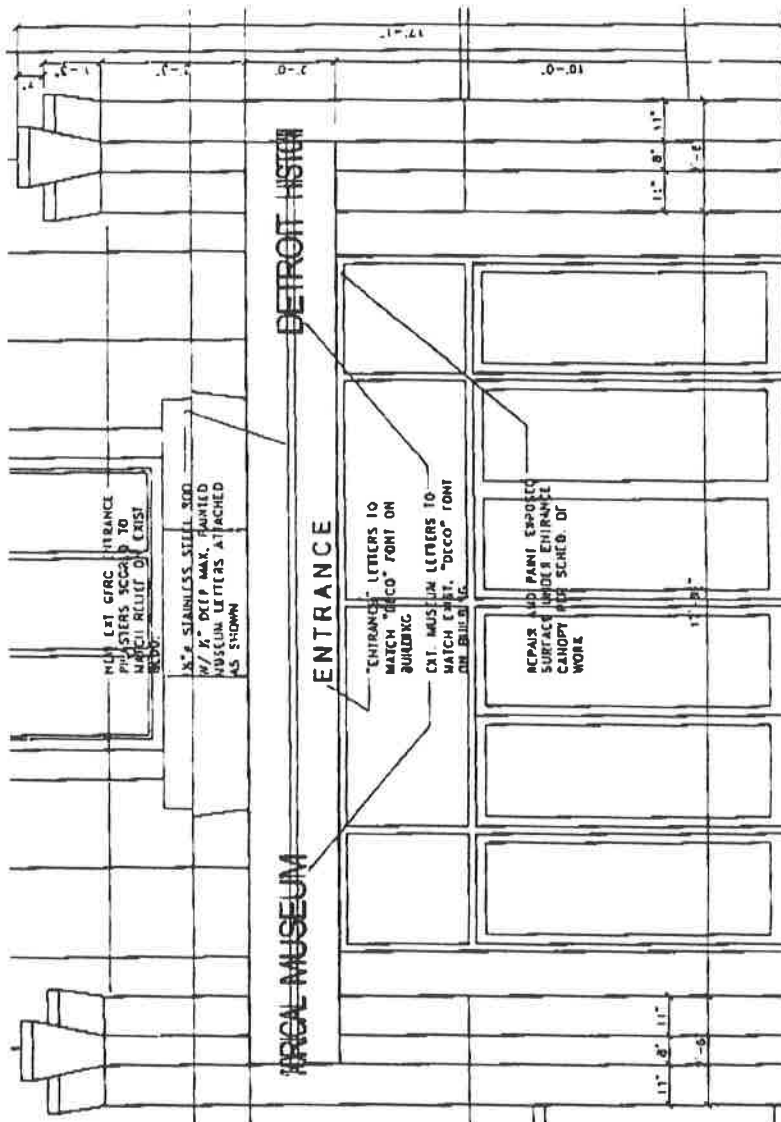
DETROIT HISTORICAL SOCIETY

DETROIT HISTORICAL MUSEUM  
RELAUNCH RENOVATION

ENTRANCE LOBBY CANOPY ELEVATIONS

ENTRANCE LOBBY CANOPY ELEVATIONS

AS-800



ENTRANCE LOBBY CANOPY SOUTH ELEVATION  
SCALE: 1/4" = 1'-0"



AS-800

June 6, 2007

Honorable City Council:

RE: Petition No. 624 – SDG Architects & Planners – Detroit Historical Museum, request for sign encroachments in connection with Relaunch Renovations in the area of Cass Avenue, Kirby Avenue, and Woodward Avenue.

Petition No. 624 of “SDG Architects & Planners – Detroit Historical Museum” whose address is 615 Griswold, Ford Building – Suite 103, Detroit, Michigan 48226 on behalf of the Detroit Historical Museum request to encroach into Kirby Avenue, 52.78 feet wide, with an overhead sign 12.00 feet (wide) by 22.00 feet (long) between Woodward Avenue, 120 feet wide, and Cass Avenue, 80 feet wide. This encroachment is for the Relaunch Renovations at the Detroit Historical Museum.

The request was approved by the Solid Waste Division – DPW, and the Traffic Engineering Division with conditions. The petition was referred to the City Engineering Division – DPW part of investigation (utility clearance and review) and report. This is our report.

The Detroit Water and Sewerage Department (DWSD) reports there is water and sewer facilities in the area, however, DWSD has no objection to the requested encroachment provided that the minimum clearances and the provisions for encroachment be maintained.

The Public Lighting Department (PLD) reports having a Manhole (M.H. 1182) and underground high voltage cable running in the requested area for encroachment. PLD recommend that the contractor should contact Miss Dig to verify PLD underground facilities before construction begin. Also any structure proposed to be built shall maintain 4 feet and a half-inch horizontal clearance from the PLD conduit bank and manholes, and 10 feet horizontal clearance for the overhead PLD lines and installations. The contractor will be liable for any damages to any PLD underground facilities.

Traffic Engineering Department – DPW (TED) reports that the encroachment shall be completely cantilevered and shall not have any support on the sidewalk/grade level. The signage must have a minimum of 10.00 feet clearance from the grade to the bottom of the signage. The encroaching signage shall have a minimum of 3.00 feet clearance from the curb line at all times.



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

I am recommending adoption of the attached resolution.

Respectfully submitted,



Jessy Jacob, Interim City Engineer  
City Engineering Department – DPW

NRP/

Cc: Cathy Square, Director – DPW

Mayor's Office – Kandia Milton - City Council Liaison

Whereas, Petition No. 624 of SDG Architects & Planners – Detroit Historical Museum” whose address is 615 Griswold, Ford Building – Suite 103, Detroit, Michigan 48226 on behalf of the Detroit Historical Museum request to encroach into Kirby Avenue, 52.78 feet wide with signage that is 12.00 feet by 22.00 feet. This request is to assist in the renovations of the Detroit Historical Museum; and be it further

RESOVLED, The City Engineering Division – DPW is hereby authorized and directed to issue permits to “SDG Architects & Planners and/or Detroit Historical Museum and their assigns”, to install and maintain encroachments into Kirby Avenue, 52.78 feet with signage that is 12.00 feet by 22.00 feet and a height of 17.1 feet from grade adjacent to the following described property:

Lying on North side of Kirby Avenue, 52.78 feet wide, adjacent to Lot 2 of “Subdivision of Park Lot No. 53” City of Detroit, as recorded in Liber 206, Page 290, Deeds, Wayne County Records;

PROVIDED, that DWSD forces shall have free and easy access to the water main and/or sewer facilities at all times to permit proper operation, maintenance and if required, alteration or repair of the water main and/or sewer facilities. Free and easy access shall mean that no structures or storage of materials will be allowed upon the area of encroachment to hinder the movement of maintenance equipment; and further

PROVIDED, that the proposed fence must have a gate installed to permit access for DWSD forces. The gate shall remain unlocked 24 hours a day, unless a guard is stationed near the gate to allow the DWSD ingress and egress at any time. The minimum dimensions of the gate or gates shall provide 15.00 feet vertical and 13.00 feet horizontal clearance for freedom of DWSD equipment movement; and further

PROVIDED, that should the water main and/or sewer facilities be broken or damage as a result of any action on the part of the petitioner or assigns, then such event the petitioner or assigns shall be liable for all costs incident to the repair of such broken or damage water main and appurtenances, and waives all claims for damages; and further

PROVIDED, that the encroachment shall be completely cantilevered and shall not have any support on the sidewalk and/or grade level, signage must have a minimum of 10.00 feet clearance from the grade to the bottom of the signage, and the signage shall have a minimum of 3.00 feet clearance from the curb line at all times; and further

PROVIDED, The petitioner, “SDG Architects & Planners and/or Detroit Historical Museum and/or their assign” shall make application to the Building and Safety Engineering Department for a building permit. The signage 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 cost 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 right-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 Street; and further

PROVIDED all costs for the construction, maintenance, permits, and use of the signage encroachment(s) within the said public right-of-ways 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 right-of-ways, by the acceptance of this permission, the signage encroachment(s) owners for themselves, their heirs or assigns, waive claims for any damages to the encroaching installations and agree to pay the costs incurred in their removal, if their 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 signage 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 encroachments [that is, the signage in the area of Kirby Avenue, 52.78 feet wide between Woodward Avenue, 120 feet wide, and Cass Avenue, 80 feet wide; said signage encroachment requires 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 “SDG Architects & Planners – Detroit Historical Museum and/or their assign”; and further

PROVIDED, that the signage encroachment(s) 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

# CITY OF DETROIT

## INDEMNITY AGREEMENT

THIS AGREEMENT is entered into as of the 7<sup>th</sup> day of July 2006, by and between the City of Detroit, a Municipal Corporation of the State of Michigan, acting by and through its Department of Public Works ("City") and the Detroit Historical Society, a Michigan non-profit corporation ("Society"), operator of the Detroit Historical Museum located at 5401 Woodward Avenue, Detroit, Michigan 48202.

### WITNESSETH:

- 1) WHEREAS, the Society operates the Detroit Historical Museum located at 5401 Woodward Avenue, Detroit, Michigan 48202 and desires make certain improvements along the Kirby frontage.
- 2) WHEREAS, the improvements will consist of a sign extending from the existing building canopy over the existing sidewalk encroaching into the public way no more than six feet six inches (6'-6") beyond the existing canopy.
- 3) WHEREAS, the City Council will approve the Society's petition #0624, hereto attached as Exhibit A, and issue a permit provided that the Society obtain and execute an indemnification and maintenance agreement satisfactory to the City's Law Department

NOW THEREFORE, intending to be legally bound and as an inducement to the City to grant the required permits, the Society hereby enters into the following agreement:

### 1. DEFINITIONS

1.01 The following words shall wherever they appear in this contract be construed as follows:

"City" shall mean the City of Detroit, a municipal corporation, acting through its Public Works Department or any other department.

"Permit" means the document that will be issued pursuant to a resolution of the Detroit City Council approving petition #0624.

### 2. INDEMNITY

The Society hereby accepts the terms and conditions of petition #0624 to be approved by the City Council, which authorizes the installation of the encroachment signage within the public right-of-way in Kirby. The Society does hereby agree to save harmless the City from any third-party claims and assumes all liabilities which may be imposed upon, incurred by or asserted against the City by reason of the issuance of the Permit or the performance or non-performance by the Society of the terms of the Permit.

### 3. INSURANCE

3.01 The Society shall maintain, at a minimum and at its expense, during the term of the Permit the following insurance:

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
(a) Commercial/General Liability Insurance (Broad Form Comprehensive)	\$1,000,000 each occurrence \$1,000,000 aggregate

3.02 (a) The commercial liability insurance policy shall name the City as an additional insured and shall state that the Society's insurance is primary and not excess over any insurance already carried by the City of Detroit.

(b) If the commercial liability policy does not contain the standard ISO (Insurance Services Office) wording of "definition of insured" which reads essentially as follows: "the insurance afforded applies separately to each insured ...except with respect to limits..." then, in the alternative, the liability insurance policy shall contain the following cross liability endorsement:

"It is agreed that the inclusion of more than one (1) insured under this policy shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured. This policy shall protect each insured in the same manner as though a separate policy had been issued to each, except nothing herein shall operate to increase the insurer's liability beyond the amount or amounts for which the insurer would have been liable had only one (1) been named."

3.03 If during the term of the Permit changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the insurance limits, the Society will furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Society's expense, under valid and enforceable policies, issued by insurers of recognized responsibility that are well rated by national rating organizations and are accepted by the City.

3.04 All insurance policies shall name the Society as the insured and provide a commitment from the insurer that such policies shall not be cancelled or reduced without at least thirty (30) days prior written notice to the City. A certificate of insurance evidencing such coverage shall be in a form acceptable to the City. The certificate of insurance shall be submitted to the appropriate office of the City's Department of Public Works prior to the commencement of the performance under the Permit and at least fifteen (15) days prior to the expiration dates of the expiring policies.

3.05 The Society shall be responsible for payment of all deductibles contained in the insurance required hereunder. The provisions requiring the Society to carry the insurance required under this Article shall not be construed in any manner as waiving or restricting the liability of the Society under this agreement.

4. MAINTENANCE

4.01 The Society shall be responsible for maintenance of the signage. All such maintenance shall be performed in compliance with City ordinances.

DETROIT HISTORICAL SOCIETY

By: Robert Bury 7/07/06  
Date: \_\_\_\_\_  
Its: Chief Executive Officer

Subscribed and sworn to before  
me this 7th day of July, 2006

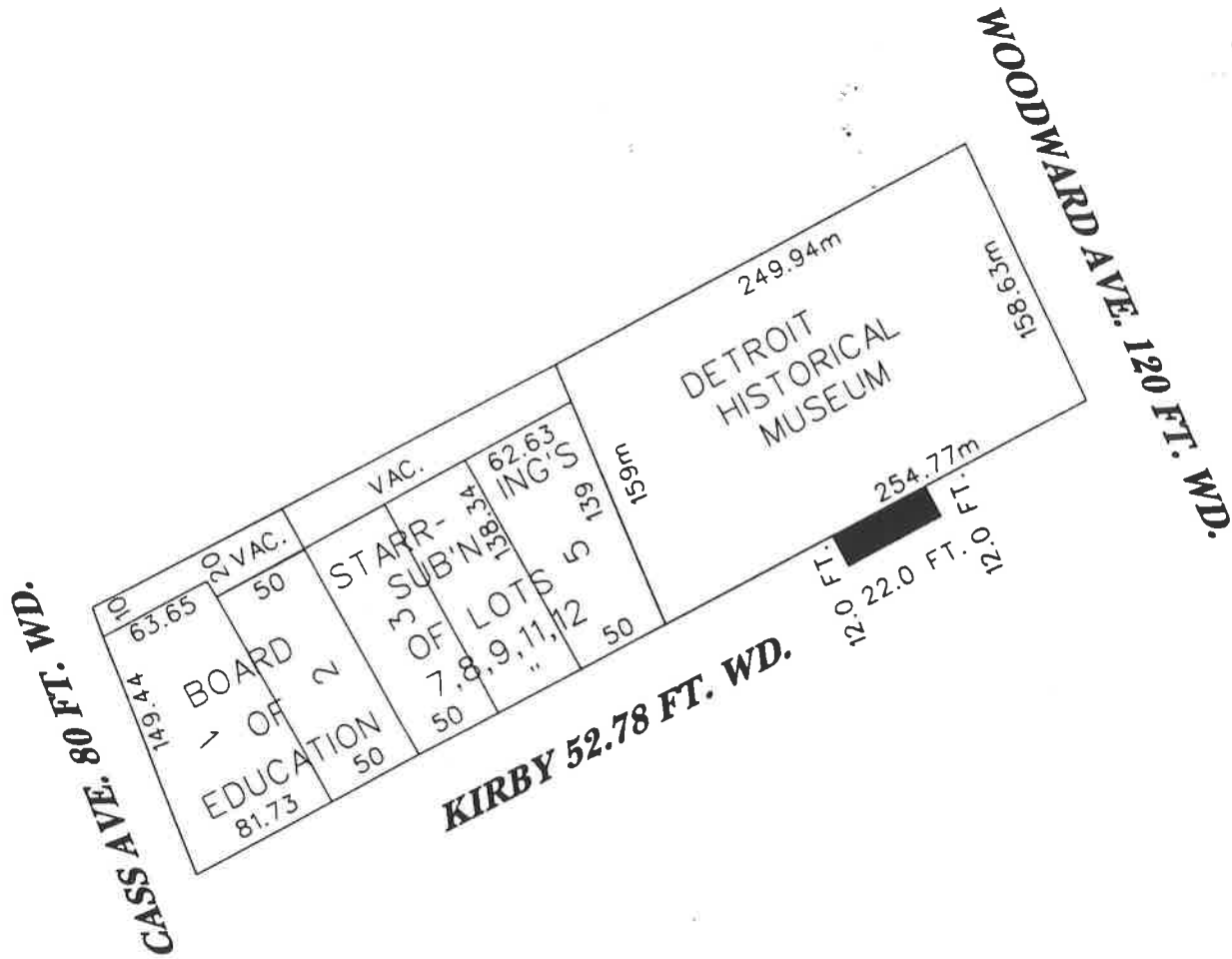
Beverly Hemmann  
Beverly Hemmann, Notary Public  
Wayne County, State of Michigan  
My Commission Expires 9/16/2012

BEVERLY HEMMANN  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES SEP 16, 2012  
ACTING IN COUNTY OF

APPROVED BY LAW DEPARTMENT

\_\_\_\_\_  
Corporation Counsel Date:

**PETITION NO. 624**  
**SDG ARCHITECTS & PLANNERS - DETROIT HISTORICAL MUSEUM**  
**615 GRISWOLD, FORD BLDG.-SUITE 103**  
**DETROIT, MI 48226**  
**c/o GEOFFREY HARRISON**  
**PHONE NO. 313-961-9000**



**NOTE: PLEASE SEE ATTACHED DRAWINGS FOR MORE DETAILS ON ENCROACHMENT SIGNAGE.**

**■ -AREA OF ENCROACHMENT**

(FOR OFFICE USE ONLY)

**CARTO 30b**

B										<b>REQUEST TO ENCROACHMENT INTO KIRBY AVE. 57.78 FT. WD., WITH OVERHEAD SIGNAGE 12 FT. x 22 ft., BTWN. WOODWARD AVE. 120 FT. WD. AND CASS AVE. 80 FT. WD.</b>	<b>CITY OF DETROIT</b> CITY ENGINEERING DEPARTMENT SURVEY BUREAU	
A		DESCRIPTION		DRWN	CHKD	APPD	DATE				JOB NO. <b>01-01</b>	
DRAWN BY		REVISIONS		CHECKED							DRWG. NO. <b>x624</b>	
DATE				APPROVED								