



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
CITY ENGINEERING DIVISION

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July 8, 2019

Honorable City Council:

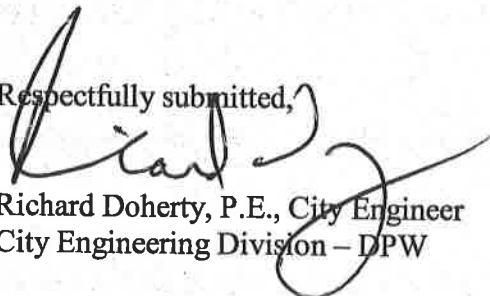
RE: Petition No. 905 — Intersection Consulting Group, request approval for the deployment of IKE Smart City Kiosks in City Right of Way (sidewalk) locations that are aligned with commercial, entertainment, and institutional pedestrian corridors.

Petition No. 905 — IKE Smart City Kiosk Deployment

On behalf of the Downtown Detroit Partnership (DDP), IKE Smart City Kiosk respectfully request approval for the deployment of IKE Smart City Kiosks in the City Right of Way (sidewalk) locations that are aligned with commercial, entertainment, and institutional pedestrian corridors. At present, locations are planned for the Downtown/Midtown corridor (Phase1) and six of the City's Strategic Neighborhood Fund Area (Phase2). Future sites will be added, as well. Kiosks will be uniform in appearance and functionality, though the content may be tailored to meet the specific needs of the deployment area. Information conveyed via the kiosk include a local business directory, events, arts, and culture, civic resources, and information about key social services such as homeless shelters, food support, and addiction recovery services. Phase 1 represents approximately 30 kiosks and an investment of more than \$2,000,000.

I am recommending adoption of the attached resolution.

Respectfully submitted,


Richard Doherty, P.E., City Engineer
City Engineering Division – DPW

/KM

Cc: Ron Brundidge, Director, DPW
Mayor's Office – City Council Liaison



RESOLVED, that the Department of Public Works, City Engineering Division is hereby authorized and directed to issue permits to Downtown Detroit Partnership or their assigns to install and maintain encroachments with a IKE Smart City Kiosks in various public Rights of Way. At locations to be determined and approved by the Department of Public Works.

PROVIDED, that abutting property owners consent.

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 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, Downtown Detroit Partnership 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 Downtown Detroit Partnership 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 Downtown Detroit Partnership or their assigns. Should damages to utilities occur Downtown Detroit Partnership 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 Downtown Detroit Partnership 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 Downtown Detroit Partnership or their assigns of the terms thereof. Further, Downtown Detroit Partnership 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, this resolution or part thereof is revocable at the will, whim or caprice of the City Council, and Downtown Detroit Partnership 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.