



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
CITY ENGINEERING DIVISION

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE. SUITE 601
DETROIT, MICHIGAN 48226
PHONE: (313) 224-3949 TTY: 711
WWW.DETROITMI.GOV

To: Clerk's Office
From: The Department of Public Works
City Engineering Division
MapsandRecordsBureau@DetroitMI.Gov
(313) 224-3970

Petitioner:
DFC QALICB, Inc
2285 South Michigan Road, P.O. Box 266
Eaton Rapids, MI, 48827

On behalf of the above-mentioned petitioner the Department of Public Works: City Engineering Division is submitting a petition request for the below mentioned action. The petitioner has received a project consultation from the Department of Public Works: City Engineering Division and has been advised the following:

Type of action recommended:

Petition for encroachment into the public alley, adjacent to 8324 Woodward Avenue, for below-grade storm drainage and conduits.

Jered Dean
Manager II
Department of Public Works
City Engineering Division
313-224-3985



March 2, 2022

Honorable City Council of the City of Detroit
Office of the City Clerk
Room 200
Coleman A. Young Municipal Center
2 Woodward Avenue
Detroit, Michigan 48226

Subject:

Petition of Spalding DeDecker and Associates Inc. request for the encroachment of private storm pipe and buried primary electric cable within the right of way, to perpendicularly cross the public alley east of 8324 Woodward Ave

Honorable City Clerk:

Detroit Black Community Food Security Network and Develop Detroit (i.e. DFC QALICB, Inc.) propose to develop a new multi-purpose building with approximately 31,000 square feet at 8324 Woodward Ave, a project known as Detroit Food Commons on the block bounded by Woodward Ave, E Euclid St, John R St, and Melbourne St. The project also includes a new 39,600 square foot parking lot, two new drive approaches to E Euclid Ave, and two new biofiltration areas adjacent to the north-south public alley that is east of 8324 Woodward Ave and between E Euclid St and the east-west alley.

In order to accomplish these objectives, Spalding DeDecker and Associates Inc. hereby formally petitions your Honorable Body, on behalf of the owners, Detroit Black Community Food Security Network and Develop Detroit (i.e. DFC QALICB, Inc.) for the encroachment of private storm pipe and buried private electric cable for site lighting within the right of way, to perpendicularly cross the public alley east of 8324 Woodward Ave. The private utilities will be crossing the public alleyway as described below.

The private storm pipe will cross the north-south public alley, which is 20 linear feet wide, directly from the southeast corner of the building at 8324 Woodward Ave to the southwest corner of the parking lot. The 14" reinforced concrete storm pipe will cross beginning at invert depth of 7.62 feet to invert depth 7.84 feet, respectively.

The buried private electric cable for site lighting, a 2" PVC conduit, will be crossing the north-south public alley, which is 20 linear feet wide at 36" deep, diagonally from the southeast corner of the building at 8324 Woodward Ave to the proposed light pole located in the southern landscape area of the proposed parking lot.



All clearances, restoration and utility trenches will be constructed in accordance with City of Detroit standards and including proper location and identification of existing utilities in the public alleyway.

The Detroit Food Commons team is prepared to work with the City of Detroit and DWSD on all infrastructure matters and is hopeful that your Honorable Body will give favorable consideration to our request.

Respectfully submitted,

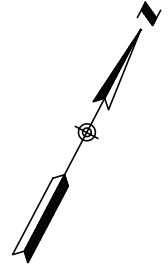
A handwritten signature in black ink that reads 'Tricia DeMarco'.

Tricia DeMarco, PE, AICP, LEED AP
Detroit Market Lead

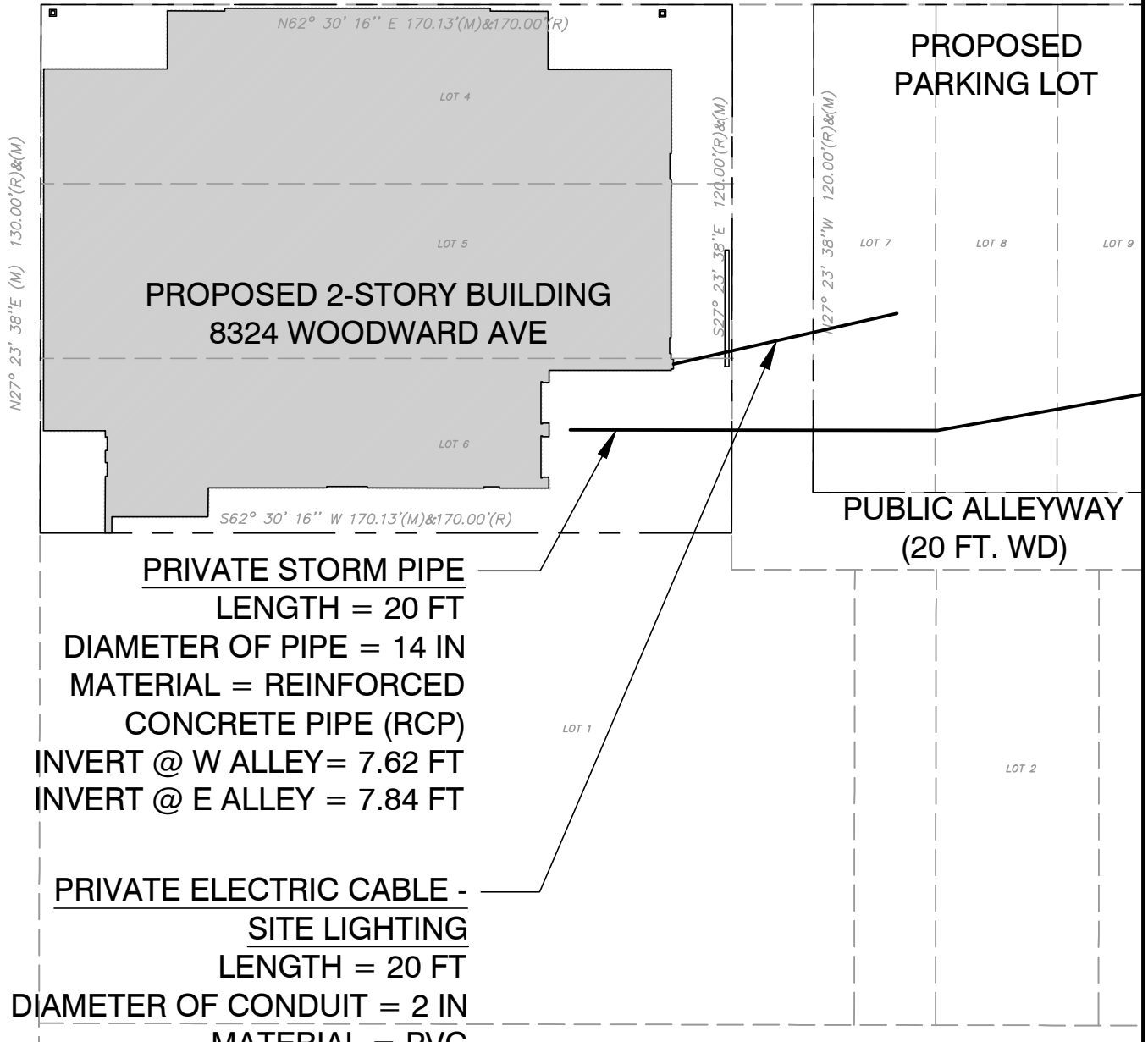
CITY OF DETROIT ENCROACHMENT

EXHIBIT 'A'

E EUCLID STREET (PUBLIC) (70 FT. WD)



WOODWARD AVENUE (PUBLIC) (100 FT. WD)



PRIVATE STORM PIPE
 LENGTH = 20 FT
 DIAMETER OF PIPE = 14 IN
 MATERIAL = REINFORCED
 CONCRETE PIPE (RCP)
 INVERT @ W ALLEY = 7.62 FT
 INVERT @ E ALLEY = 7.84 FT

**PRIVATE ELECTRIC CABLE -
 SITE LIGHTING**
 LENGTH = 20 FT
 DIAMETER OF CONDUIT = 2 IN
 MATERIAL = PVC
 DEPTH = 36 INCHES
 (UNIFORM)

Plotted: Feb 25, 2022, 9:18 AM by user: 1075 - Saved: 2/25/2022 by user: 1075
 Ni:\NP\NLD Projects\NP18061 - Detroit People's Food Co-op\DWG\NP18061EASE.dwg



905 South Blvd. East Phone: (248) 844-5400
 Rochester Hills, MI 48307 Fax: (248) 844-5440
www.sda-eng.com

DRAWN: SAK	DATE: 02.18.2022
CHECKED: TLD	DATE: 02.21.2022
MANAGER: TLD	SCALE: 1" = 40'
JOB No. NP18-061	SHEET: 1 OF 1
SECTION 08 TOWN 01 SOUTH RANGE 10 EAST	
CITY OF DETROIT	WAYNE COUNTY, MI

MAINTENANCE AGREEMENT

This agreement (this "Agreement") is made and entered into this ____ day of _____ 20____, by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Department of Public Works (the "City"), and _____, a _____ ("Owner") whose address is _____.

NOW THEREFORE, for valuable consideration, including the covenants and undertaking herein contained, it is mutually agreed as follows:

1. **Purpose of Agreement:** Owner holds title to a certain parcel described in Exhibit A attached hereto (the "Parcel"). City owns certain property adjacent to the Parcel. Inasmuch as persons entering or exiting from the Parcel may use the City-owned property, and/or to the extent that certain services benefiting the Parcel (for example, water and sewer) are located in the City-owned property, Owner has agreed to improve and maintain a portion of City-owned property in the location (the "Maintenance Area") and manner detailed in the plan attached as Exhibit B for the Term, as defined herein.
2. **Financial Responsibility:** It is understood that during the Term, all physical improvements and repairs to the Maintenance Area, as set forth herein, shall be at the sole cost and expense of Owner, subject to any express limitations set forth in this Agreement.
3. **Indemnification and Hold Harmless:** Owner hereby agrees to indemnify, defend and hold the City harmless from all loss, costs, expense, actions, claims of action, damages and liability (including attorneys' fees and costs) for injury to or death of any person or persons and for the damage to or destruction of property caused by Owner's actions or omissions in the course of or resulting from the maintenance activities contemplated by this Agreement.
4. **Insurance:** Owner covenants and agrees, at its sole cost and expense, to maintain or cause to be maintained for the mutual benefit of it and the City comprehensive general liability insurance on an occurrence form against claims for bodily injuries (including, but not limited to, death) or property damage (including, but not limited to, destruction) at any time occurring in the course of or resulting from work carried out by Owner upon, in or about the Maintenance Area, at combined single limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. Such insurance coverage shall name the City of Detroit as an additional insured and shall provide that the same may not be cancelled or materially modified without prior written notice by certified mail to the City to the attention of City of Detroit, Finance Department, Coleman A. Young Municipal Center, Detroit, MI 48226; Attention: Risk Management Division. Said coverage may

be evidenced by a certificate of insurance issued upon so-called “blanket” coverage, or by either a certificate or the original of an insurance policy effecting such coverage. The insurance shall be primary and any such insurance or self-insurance maintained by the City shall be secondary and non-contributory and excess. Owner shall be responsible for payment of all deductibles relating to such insurance. The provisions requiring Owner to carry or cause to be carried such insurance shall not be constructed as waiving or restricting the liability of Owner under this Agreement.

5. **Term:** The term of this Agreement (the “Term”) shall commence on the date of this Agreement and continue for five (5) years thereafter unless terminated or extended pursuant to the following:
 - a. The City may terminate this Agreement prior to the end of the Term in the event the City has designed and has committed to implement a uniform scheme for the improvement of an area of City-owned property that encompasses the Maintenance Area and other adjacent City-owned property. The aforesaid may include widening of streets or sidewalks and relocation of water or sewer facilities.
 - b. Owner may terminate this Agreement prior to the end of the Term if it sells or ground leases the Parcel or grants a mortgage lien or security interest in the Parcel or portion thereof.
 - c. In the event a party elects to terminate this Agreement pursuant to Sections 5(a) or 5(b) above, such party shall deliver to the other party written notice of such election at least thirty (30) days prior to the date on which termination shall be effective.
 - d. Following the five-year expiration (but not the early termination) of this Agreement, this Agreement shall automatically continue on month to month basis subject to final termination by either party upon delivery of at least thirty (30) days’ written notice to the other party.
6. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
7. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties. Any prior agreements, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Any amendment to or modification of this Agreement shall be of no force or effect unless it is in writing and signed by an authorized signatory for each of the parties.
8. **Successors and Assigns:** This Agreement is for the exclusive benefit of the parties stated herein and shall not be deemed to give any legal or equitable right, remedy or claim whatsoever to any other person. Notwithstanding the aforesaid, Owner shall have the right, without requiring the City’s consent to assign this Agreement to any purchaser of the Parcel or any affiliate of Owner; provided that if Owner assigns this Agreement to any unaffiliated third party purchaser of the Parcel, Owner shall notify the City in

writing no later than thirty (30) days after such assignment, and the City may, by written notice to Owner within forty-five (45) days after receiving such notice from Owner (subject to reasonable extension due to City Council recess), terminate this Agreement. Unless terminated as provided above, this Agreement shall be binding upon the parties' successors and assigns.

9. **Improvement Changes:** Any changes to the Maintenance Area, except as contemplated by this Agreement, are subject to the prior approval of the City. Owner shall not install or construct in the Maintenance Area any structure, fixture, furniture, or equipment (including but not limited to signs, lighting, fixtures, shades, canopies, or awnings) as may obstruct or in any way encroach upon the Maintenance Area except as set forth in Exhibit B or otherwise properly permitted by the City.
10. **Rights of City:** The parties understand that this Agreement in no way limits the property rights of the City with regard to the Maintenance Area.
11. **Certain Maintenance Obligations of Owner:** During the Term, Owner shall be responsible for the improvement and maintenance activities set forth on Exhibit B.

IN WITNESS WHEREOF, the City and the Owner, by and through their authorized officers and representatives, have executed this Agreement as follows:

Detroit Black Community Food Security Network,
a Michigan Non-profit organization

BY:  _____
(Signature)

PRINT NAME: Malik Yakini

ITS: Executive Director
(Duly Authorized Representative)

CITY OF DETROIT, through its Department of Public Works - City Engineering Division

BY: _____
(Signature)

PRINT NAME: Richard Doherty, P.E.

ITS: _____
City Engineer

Exhibit A

PARCEL DESCRIPTION

[TO BE COMPLETED AND REPLACED]

EXHIBIT A
LEGAL DESCRIPTION

100 E. EUCLID 48202:

Parcel Number: 01002527.

S EUCLID 17 LOWES L8 P26 PLATS, W C R 1/110 30 X 120

96 E EUCLID 48202

Parcel Number: 01002528.

S EUCLID 16 LOWES SUB L8 P26 PLATS, W C R 1/110 30 X 120

90 E EUCLID 48202

Parcel Number: 01002529.

S EUCLID 15 LOWES L8 P26 PLATS, W C R 1/110 30 X 120

82 E EUCLID 48202 (Property Address)

Parcel Number: 01002530.

S EUCLID 14 LOWES L8 P26 PLATS, W C R 1/110 30 X 120

78 E EUCLID 48202

Parcel Number: 01002531.

S EUCLID 13 LOWES L8 P26 PLATS 1/110 30 X 120

72 E EUCLID 48202

Parcel Number: 01002532.

S EUCLID 12 LOWES L8 P26 PLATS, W C R 1/110 30 X 120

66 E EUCLID 48202

Parcel Number: 01002533.

S EUCLID 11 LOWES L8 P26 PLATS, W C R 1/110 30 X 120

60 E EUCLID 48202

Parcel Number: 01002534.

S EUCLID 10 LOWES L8 P26 PLATS, W C R 1/110 30 X 120

50 E EUCLID 48202

Parcel Number: 01002535.

S EUCLID 9-8-7 LOWES L8 P26 PLATS, W C R 1/110 90 X 120

8324 WOODWARD 48202

Parcel Number: 1001004322.

'E WOODWARD 6 THRU 4 LOWES SUB L8 P26 PLATS, W C R 1/110 130 X 170

Exhibit B

Maintenance Area and Plan for Improvements; Any Related Maintenance Responsibilities.

[TO BE COMPLETED AND REPLACED AS APPLICABLE TO EACH PROJECT]

Exhibit B

- 1) Maintain proper pavement at all times.
- 2) Clear debris and snow.

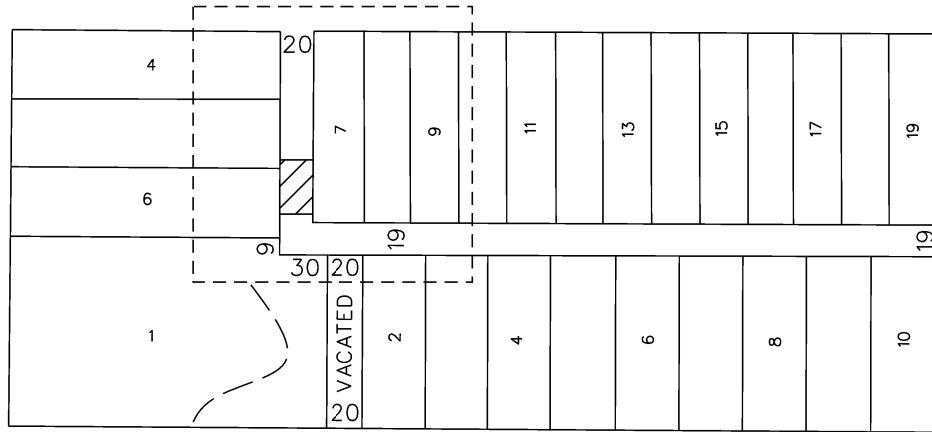
MAP-22-17



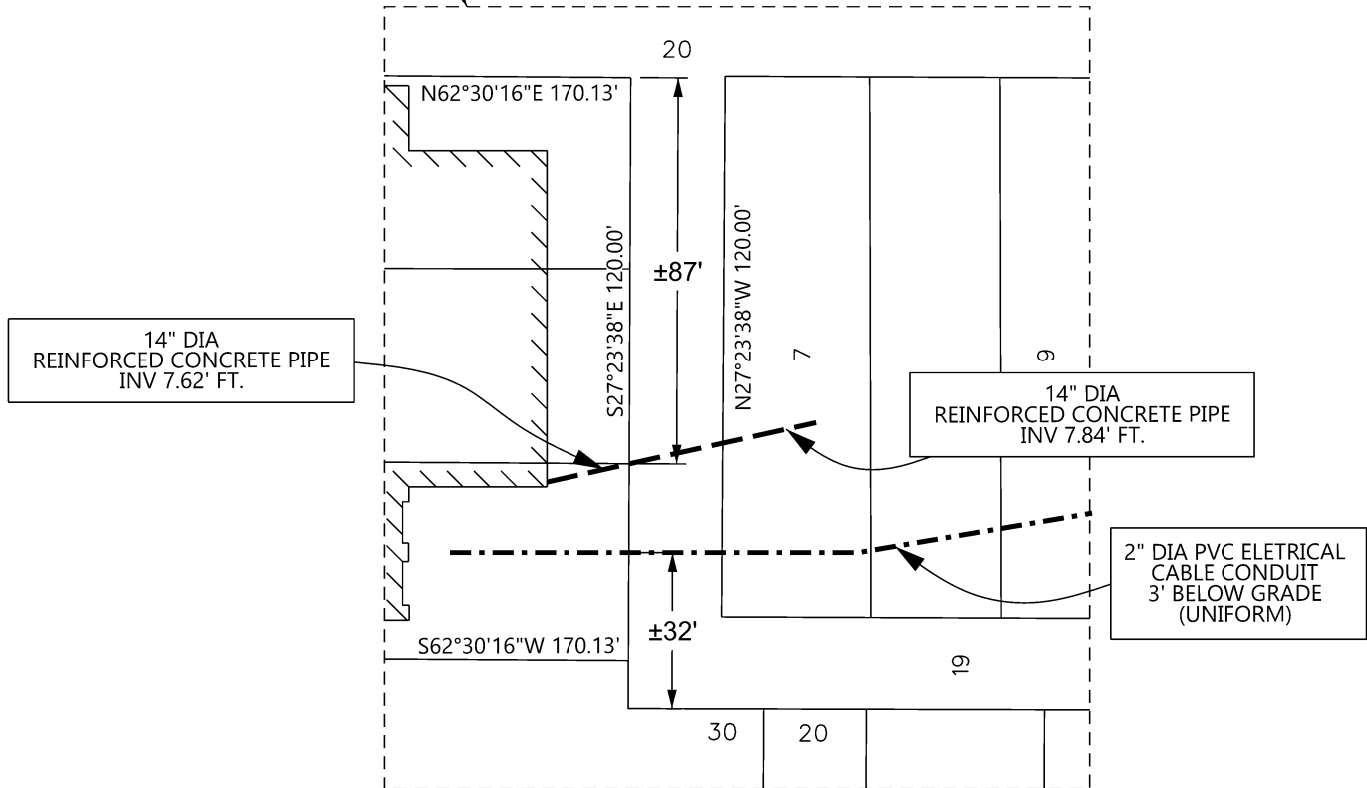
EUCLID AVE 70 FT. WD.

WOODWARD AVE 100 FT. WD.

JOHN R ST 60 FT. WD.



MELBOURNE AVE 60 FT. WD.



- MULTIPLE ENCROACHMENTS

(FOR OFFICE USE ONLY)

CARTO 31 A

B					
A					
DESCRIPTION	DRWN	CHKD	APPD	DATE	
REVISIONS					
DRAWN BY	KJ	CHECKED	SA		
DATE	3-07-22	APPROVED	JD		

BELOW GRADE ENCROACHMENTS-
PRIVATE STORM DRAIN AND
PRIVATE ELECTRICAL CABLE TO BE
INSTALLED IN ALLEY,
AT 8324 WOODWARD

CITY OF DETROIT
CITY ENGINEERING DIVISION
SURVEY BUREAU

JOB NO.

DRWG. NO. 01-01