



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
FAX: (313) 224-3471
WWW.DETROITMI.GOV

June 15th, 2023

Honorable City Council:

RE: Petition No. x2023-230 The Michigan Department of Transportation (MDOT), request for encroachment within 14th Street, between Dalzelle Street and Marantette Street, and Marantette Street for the purpose of constructing an electrified public roadway.

Petition No. x2023-230 The Michigan Department of Transportation (MDOT), request for encroachment within 14th Street, 80 ft. wide, between Dalzelle Street and Marantette Street, and Marantette Street, 60 ft. wide, for the purpose of constructing an electrified public roadway.

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

The request is being made a part of a pilot project making this installation the first electrified public roadway in the U.S. intended to be capable of charging electric vehicles while on the road.

The request was approved by the Solid Waste Division – DPW, and City Engineering Division – DPW. 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

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

COUNCIL MEMBER _____

RESOLVED, that the Department of Public Works, City Engineering Division is hereby authorized and directed to issue permits to MDOT or their assigns to install and maintain various encroachments within 14th Street, further described as: Land in the City of Detroit, Wayne County, Michigan;

1. 14th Street, lying easterly of and adjacent to lots 42, 47-48, 53-54, 59-60, 65-66, and 71, also lying westerly of and adjacent to lots 43, 46, 49, 52, 55, 58, 61, 64, 67, and 70 of the "Subdivision of Godfroy Farm" as recorded in Liber 1, Page 132 of Plats, Wayne County Records.

- Electronic Vehicle Charging System, installed within the westerly 51 ft. of 14th Street. Said Electronic Vehicle Charging System consists of inductive charging segments that will be installed below grade along the centerline of the two driving lanes, being the center 22 ft. of the 80 ft. width of 14th Street.
- Three (3) utility cabinets/handholes will be installed along the westerly side of 14th Street connecting to the inductive charging segments. Said cabinets will be placed upon a 6" concrete slab, designed with dimensions of 3'-2" wide x 5'-5" long x 5'-9" height.

Conduits will be installed between 2' and 3' below grade connecting the utility cabinets to the inductive charging segments on the westerly side of 14th Street. Additionally, conduits will be installed 24" below grade within Marantette Street connecting the inductive charging segments to the existing utility pole located on the south side of Marantette Street, northerly of and adjacent to said lot 72 of "Subdivision of Godfroy Farm". Said conduit proposed along Marantette Street will travel below grade from said utility pole approx. 55' to the northeast corner of said lot 72, where the conduit will pivot north to cross the full width of Marantette Street, 60 ft. wide, to approx. the southeast corner of said lot 71 of "Subdivision of Godfroy Farm". Said conduits will then pivot east to travel along the north line of Marantette Street to connect to the inductive charging segments.

2. Marantette Street, 60 ft. wide, lying southerly of and adjacent to lot 71 and lying northerly of and adjacent to lot 72 of "Subdivision of Godfroy Farm" as recorded in Liber 1, Page 132 of Plats, Wayne County Records.
 - One (1) utility cabinet/Electric meter will be installed along the northerly side of Marantette Street, lying southerly of and adjacent to lot 71 of "Subdivision of Godfroy Farm", being approx. 5 ft. west of the west line of Marantette Street.
 - Conduits will be installed 24" below grade along the southerly part of Marantette Street, 60 ft. wide, being approx. 10 ft. north of the south line of Marantette Street. Said conduit line will connect to the existing utility pole on the south side of Marantette Street, lying approx. 60 ft. west of the west line of 14th Street. Said conduit will run east from the utility pole, 24" below grade, 55 ft. east to a point and pivot north to cross Marantette Street, 60' wide, to the above-mentioned utility cabinet/electric meter on the north line of Marantette Street, approx. 5 ft. west of the west line of Marantette Street.

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 the request is being made to allow encroachment into the public right of way for a period of up to five (5) years. At the end of the designated five (5) year period the petitioner may exercise the option to extend for an additional five (5) year period after obtaining approval by a DPW: City Engineering Inspector.

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, MDOT 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 MDOT 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 MDOT or their assigns. Should damages to utilities occur MDOT 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 MDOT 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 MDOT or their assigns of the terms thereof. Further, MDOT 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

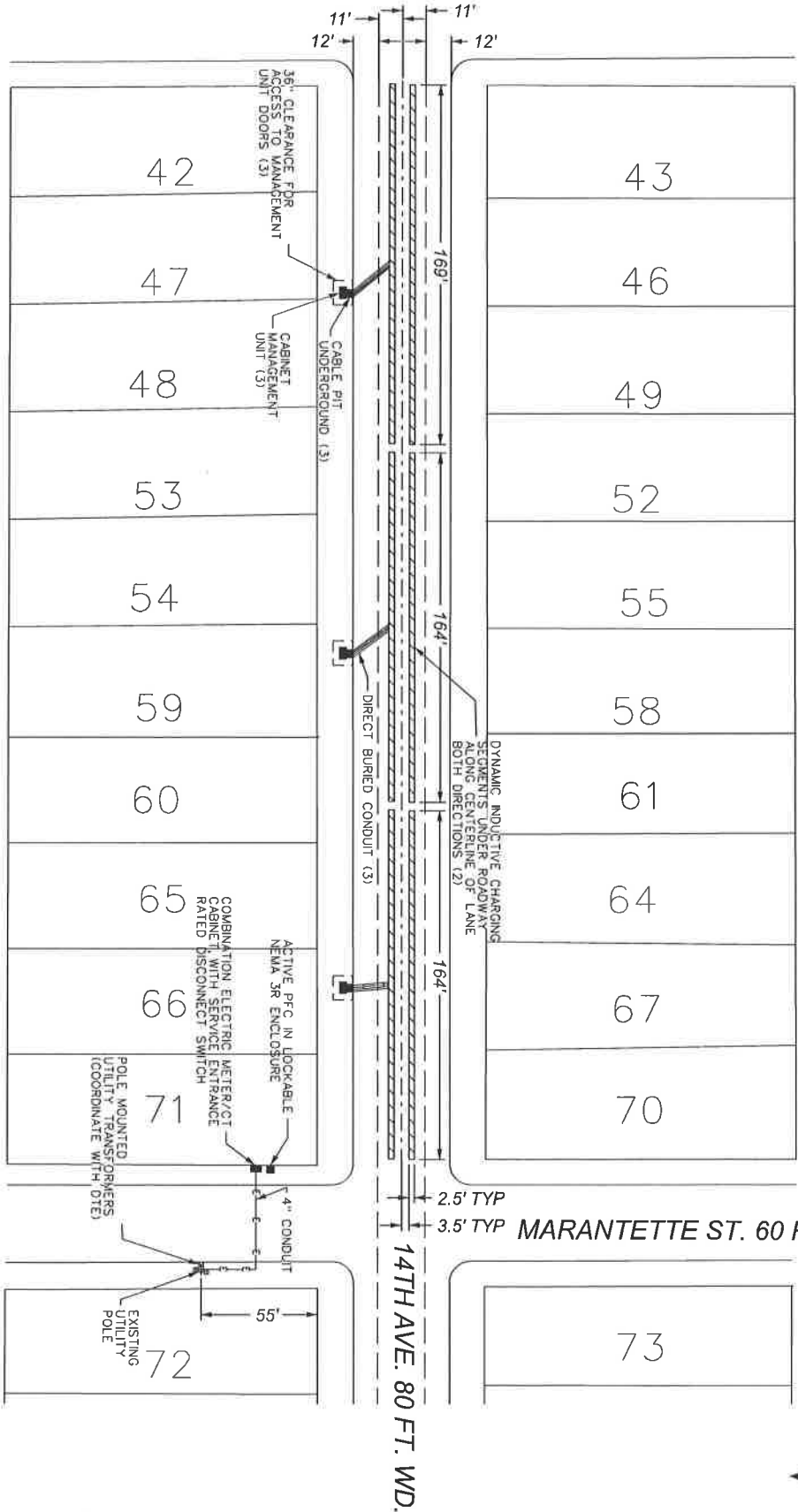
PROVIDED, this resolution is revocable at the will, whim or caprice of the City Council, and MDOT acquires no implied or other privileges hereunder not expressly stated herein; and further

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.



DALZELLE ST. 50 FT. WD.



A		B	
DESCRIPTION		DRWN	CHD
REVISIONS		APPD	DATE
DRAWN BY	LC	CHECKED	AP
DATE	06-12-2023	APPROVED	JD
ENCROACHMENT AREA FOR MDOT INDUCTIVE CHARGING PILOT ON 14TH AVE. BETWEEN DALZELLE AND MARANTETTE STREETS			
CITY OF DETROIT		CITY ENGINEERING DIVISION	
SURVEY BUREAU		JOB NO. 23-31	
DRWG. NO.			

PROJECT SPECIFIC AGREEMENT
CITY OF DETROIT
TRUNKLINE PROJECT

DA
Control Section GF19 63000
Job Number 213304EPE
Contract No. 23-5116

THIS PROJECT SPECIFIC AGREEMENT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF DETROIT, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements located within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning to install inductive charging infrastructure under the roadway surface along 14th Street within the CITY'S right-of-way (ROW); and

WHEREAS, the parties hereto anticipate that payments by them or other sources will be sufficient to pay the cost of construction of that which is hereinafter referred to as the "PROJECT" and which is located and described as follows:

Inductive charging infrastructure installation work along 14th Street from Bagley Street to Highway US-12 (Michigan Avenue) under the roadway surface, including electrical cabinet installation work; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT will be responsible for the entire cost of the PROJECT; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement; and

WHEREAS, the DEPARTMENT and the CITY desire to set this mutual understanding regarding the PROJECT in the form of a written Project Specific Agreement.

NOW, THEREFORE, it is understood that:

1. The parties shall undertake and complete the PROJECT work in accordance with the Project Specific Agreement pursuant to MASTER AGREEMENT #03-5546 by and between the DEPARTMENT and the CITY. The CITY does hereby acknowledge its acceptance of the terms of MASTER AGREEMENT #03-5546 with respect to the PROJECT work under this Project Specific Agreement.

2. The DEPARTMENT will construct the PROJECT at no cost to the CITY.
3. The DEPARTMENT will administer all phases of the PROJECT and will cause to be performed all the PROJECT work. The DEPARTMENT will obtain a permit to perform the PROJECT work from the CITY prior starting installation.
4. Upon completion of the PROJECT, the DEPARTMENT shall own, operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations. The CITY shall not restrict access to the PROJECT location for maintenance of the PROJECT. The DEPARTMENT will obtain necessary permits for maintenance work within the CITY'S ROW to notify the CITY of the proposed work.
5. The DEPARTMENT recognizes and acknowledges that private and/or public utility companies may require the modification of the DEPARTMENT'S facilities and it will cooperate with the utility when requested by the CITY. The DEPARTMENT will notify public and/or private utilities within the vicinity of the PROJECT prior to accessing the inductive charging system for maintenance or an emergency. The CITY shall not allow a private or public utility to cut through the inductive charging infrastructure.
6. This inductive charging infrastructure system constructed as the PROJECT shall be included in the review process for all future construction and permit projects in the area. The CITY shall not cut through the inductive charging infrastructure for any reason. The CITY shall not make any modifications to the facilities above or below the PROJECT without consulting the DEPARTMENT. Any removal or modification of the DEPARTMENT'S facilities, when necessary for CITY purposes, shall be performed by the DEPARTMENT or as authorized by the DEPARTMENT.

7. This Project Specific Agreement shall be executed by the duly authorized officials of the CITY and the DEPARTMENT.

CITY OF DETROIT

DocuSigned by:
Ron Brundidge
By _____
213AF2B3G7EE448...
Title:

Director
By _____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

Demetrius A. Parker Demetrius A. Parker, P.E.
for: MDOT Director Mar 20 2023 10:08 AM
By _____
Department Director MDOT

