

Formal Session Agenda

1-28-20

Referrals

**PUBLIC HEALTH
AND SAFETY
STANDING
COMMITTEE**



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF CONTRACTING & PROCUREMENT

19

Coleman A. Young Municipal
Center 2 Woodward Avenue,
Suite 1008
Detroit, MI 48226
Phone: (313) 224-4600
Fax: (313) 682-1160

January 17, 2020

TO: HONORABLE CITY COUNCIL

Re: Contracts and Purchase Orders Scheduled to be considered at the Formal Session for June 25, 2019

Please be advised that the Contract listed was submitted on a Correction Letter dated June 25, 2019 for the City Council Agenda for June 25, 2019 has been amended as follows:

1. The **Contract Amount and Description** was Submitted Incorrectly by the Office of Contracting and Procurement. Please see the correction(s) below:

Submitted as: Page 1

HOUSING AND REVITALIZATION

3031671 100% City Funding – **To Provide Residential Demolition for 11.8.18 Group H (25 Properties in Districts 5 & 6).** – Contractor: Blue Star, Inc. – Location: 21950 Hoover, Warren, MI 48089 – **Contract Period: Upon City Council Approval through March 3, 2020 – Total Contract Amount: \$828,223.73.**

Should read as: Page 1

HOUSING AND REVITALIZATION

3031671 100% City Funding – **To Provide Residential Demolition of Group 11.8.18 Group C.** – Contractor: Blue Star – Location: 21950 Hoover, Warren MI 48089 – **Contract Date: Upon City Council Approval through March 3, 2020 – Total Contract Amount: \$1,359,654.66.**

Respectfully Submitted,

Boysie Jackson

Boysie Jackson
Chief Procurement Officer
BJ/AV

CITY CLERK 2020 JAN 17 PM 6:18

BY COUNCIL MEMBER: _____

RESOLVED, that **Contract #3031671** referred to in the foregoing communication dated October 9, 2019 be hereby and is approved.



20

January 17, 2020

TO: HONORABLE CITY COUNCIL

Re: Contracts and Purchase Orders Scheduled to be considered at the Formal Session for May 28, 2019

Please be advised that the Contract listed was submitted on May 22, 2019 for the City Council Agenda for May 28, 2019 has been amended as follows:

1. The **Contract Amount and Description** was Submitted Incorrectly by the Office of Contracting and Procurement. Please see the correction(s) below:

Submitted as: Page 5

HOUSING AND REVITALIZATION

3031715 100% City Funding – **To Provide Residential Demolition of Group 11.8.18 Group C.**
– Contractor: Blue Star – Location: 21950 Hoover, Warren MI 48089 – **Contract Date:**
Upon City Council Approval through May 22, 2020 – Total Contract Amount:
\$1,359,654.66.

Should read as: Page 5

HOUSING AND REVITALIZATION

3031715 100% City Funding – **To Provide Residential Demolition for 11.8.18 Group H (25 Properties in Districts 5 & 6).** – Contractor: Blue Star, Inc. – Location: 21950 Hoover, Warren, MI 48089 – **Contract Period: Upon City Council Approval through March 3, 2020 – Total Contract Amount: \$828,223.73.**

Respectfully Submitted,

Boysie Jackson

Boysie Jackson
Chief Procurement Officer
BJ/AV

BY COUNCIL MEMBER: _____

RESOLVED, that **Contract #3031715** referred to in the foregoing communication dated October 9, 2019 be hereby and is approved.

OFFICE OF CONTRACTING
AND PROCUREMENT

21

January 22, 2020

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6002618 100% City Funding – To Provide Services to Furnish Thirty Seven (37)
Ambulance Remounts. – Contractor: Jorgensen Ford Sales, Inc. – Location: 8333
Michigan Avenue, Detroit, MI 48210 – Contract Period: Upon City Council
Approval through January 31, 2025 – Total Contract Amount: \$9,286,308.00
FIRE

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 6002618 referred to in the foregoing communication dated January 22, 2020, be hereby and is approved.

**OFFICE OF CONTRACTING
AND PROCUREMENT**

22

January 22, 2020

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6002676 100% City Funding – To Provide an Agreement to Purchase Land at 1200 Oakman Boulevard. – Contractor: Focus Hope – Location: 1200 Oakman, Detroit, MI 48238 – Contract Period: Upon City Council Approval through January 27, 2065 – Total Contract Amount: \$2,600,000.00 **POLICE**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 6002676 referred to in the foregoing communication dated January 22, 2020, be hereby and is approved.

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**OFFICE OF CONTRACTING
AND PROCUREMENT**

January 22, 2020

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6002585 100% Federal Funding – To Provide Bus Wrap Repair Services to Maintain the Bus Exterior. – Contractor: DPI Graphics, Inc. – Location: 35842 Schley, Westland, MI 48186 – Contract Period: Upon City Council Approval through December 29, 2022 – Total Contract Amount: \$1,300,000.00
TRANSPORTATION

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 6002585 referred to in the foregoing communication dated January 22, 2020, be hereby and is approved.

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OFFICE OF CONTRACTING
AND PROCUREMENT

January 22, 2020

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3039687 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 4134 Ashland and 4649 Algonquin. – Contractor: RDC Construction Services – Location: 26400 W Eight Mile Road, Southfield, MI 48033 – Contract Period: Upon City Council Approval through January 12, 2021 – Total Contract Amount: \$24,000.00 **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 3039687 referred to in the foregoing communication dated January 22, 2020, be hereby and is approved.

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**OFFICE OF CONTRACTING
AND PROCUREMENT**

January 22, 2020

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3039768 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 9401 Cascade and 9401 Yellowstone. – Contractor: RDC Construction Services – Location: 26400 W Eight Mile Road, Southfield, MI 48033 – Contract Period: Upon City Council Approval through January 12, 2021 – Total Contract Amount: \$23,850.00 **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3039768 referred to in the foregoing communication dated January 22, 2020, be hereby and is approved.

**OFFICE OF CONTRACTING
AND PROCUREMENT**

26

January 22, 2020

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3039807 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 15367 Lahser, 15551 Wabash and 17221 Oakland. – Contractor: Inner City Contracting – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through January 26, 2021 – Total Contract Amount: \$43,920.00 **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3039807 referred to in the foregoing communication dated January 22, 2020, be hereby and is approved.

**OFFICE OF CONTRACTING
AND PROCUREMENT**

27

January 22, 2020

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3039865 100% City Funding – To Provide an Emergency Demolition for the Commercial Property, 18804 Hayes. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley, Detroit, MI 48227 – Contract Period: Upon City Council Approval through January 12, 2021 – Total Contract Amount: \$71,960.00 **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3039865 referred to in the foregoing communication dated January 22, 2020, be hereby and is approved.

OFFICE OF CONTRACTING
AND PROCUREMENT

28

January 22, 2020

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3039984 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 8059 Malvern. – Contractor: Inner City Contracting – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through January 26, 2021 – Total Contract Amount: \$14,779.00 **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 3039984 referred to in the foregoing communication dated January 22, 2020, be hereby and is approved.

OFFICE OF CONTRACTING
AND PROCUREMENT

29

January 22, 2020

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3040049 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 19358 Eureka. – Contractor: RDC Construction Services – Location: 26400 W Eight Mile Road, Southfield, MI 48033 – Contract Period: Upon City Council Approval through December 15, 2020 – Total Contract Amount: \$11,750.00 **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3040049 referred to in the foregoing communication dated January 22, 2020, be hereby and is approved.

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**OFFICE OF CONTRACTING
AND PROCUREMENT**

January 22, 2020

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3040165 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 13541, 13565 and 13825 Gallagher. – Contractor: Inner City Contracting – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through January 12, 2021 – Total Contract Amount: \$40,587.00 **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3040165 referred to in the foregoing communication dated January 22, 2020, be hereby and is approved.

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**OFFICE OF CONTRACTING
AND PROCUREMENT**

January 22, 2020

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3040419 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 144 E Grand Boulevard. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley, Detroit, MI 48227 – Contract Period: Upon City Council Approval through January 15, 2021 – Total Contract Amount: \$24,700.00
HOUSING AND REVITALIZATION

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3040419 referred to in the foregoing communication dated January 22, 2020, be hereby and is approved.

**OFFICE OF CONTRACTING
AND PROCUREMENT**

32

January 22, 2020

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3040421 100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 7834, 7842 and 7886 Helen. – Contractor: J. Keith Construction – Location: 1010 Antietam, Detroit, MI 48207 – Contract Period: Upon City Council Approval through January 16, 2021 – Total Contract Amount: \$48,667.00 **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3040421 referred to in the foregoing communication dated January 22, 2020, be hereby and is approved.

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**OFFICE OF CONTRACTING
AND PROCUREMENT**

January 22, 2020

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3040553 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 12210 Greenlawn. – Contractor: RDC Construction Services – Location: 26400 W Eight Mile Road, Southfield, MI 48033 – Contract Period: Upon City Council Approval through January 27, 2021 – Total Contract Amount: \$12,500.00 **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER **BENSON**

RESOLVED, that Contract No. 3040553 referred to in the foregoing communication dated January 22, 2020, be hereby and is approved.

OFFICE OF CONTRACTING
AND PROCUREMENT

January 22, 2020

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3040742 100% City Funding – To Provide an Emergency Demolition for the Residential Property, 120 W Golden Gate. – Contractor: DMC Consultants, Inc. – Location: 13500 Foley, Detroit, MI 48227 – Contract Period: Upon City Council Approval through February 3, 2021 – Total Contract Amount: \$16,700.00 **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer
Office of Contracting and Procurement

BY COUNCIL MEMBER BENSON

RESOLVED, that Contract No. 3040742 referred to in the foregoing communication dated January 22, 2020, be hereby and is approved.



Date: January 14, 2020

HONORABLE CITY COUNCIL

RE: **RECOMMENDATION FOR DEFERRAL**
ADDRESS: 13545 Gratiot
NAME: Chris Mahavolich
Demolition Ordered: March 18, 2015

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection conducted on October 16, 2019, revealed that the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 2nd deferral request for this property.**

Therefore, we respectfully recommended that the demolition order be deferred for a period of six months subject to the following conditions:

1. A permit for rehabilitation work shall be applied for within ten (10) business days from the date of the City Council decision.
2. BSEED will schedule a Progress Inspection within forty-five (45) calendar days from the date of the rehabilitation permit to determine whether substantial progress has been made. Thereafter, the owner must submit to BSEED detailed inspection reports, with photos showing evidence of the work completed, every forty-five (45) calendar days, for the duration of the rehabilitation work, to demonstrate that substantial progress has been made during the approved time frame for rehabilitation.
3. The building shall have all imminently hazardous conditions immediately corrected, be maintained, and securely barricaded until rehabilitation is complete. Rehabilitation work is to be completed within six (6) months, at which time the owner will obtain one of the following from this department:
 - Certificate of Acceptance related to building permits
 - Certificate of Approval as a result of a Housing Inspection
 - Certificate of Compliance, required for all rental properties
4. The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).
5. The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.
6. Prior to seeking a permit extension, the owner must contact BSEED and request to extend the deferral period.

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been satisfied and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, the deferral may be rescinded by the City Council at any time and we may proceed with demolition without further notice. In addition, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

David Bell
Director

DB:bkd

cc: Chris Mahavolich, 1600 Clay, Detroit, MI 48211
Dennis Kefallinos, 1600 Clay, Detroit, MI 48211

CITY CLERK 2020 JAN 17 PM2:55



Date: January 14, 2020

HONORABLE CITY COUNCIL

RE: **RECOMMENDATION FOR DEFERRAL**
ADDRESS: 8323 Van Dyke
NAME: NDK Propwerties
Demolition Ordered: February 6, 2012

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection conducted on October 24, 2019, revealed that the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 2nd deferral request for this property.**

Therefore, we respectfully recommended that the demolition order be deferred for a period of six months subject to the following conditions:

1. A permit for rehabilitation work shall be applied for within ten (10) business days from the date of the City Council decision.
2. BSEED will schedule a Progress Inspection within forty-five (45) calendar days from the date of the rehabilitation permit to determine whether substantial progress has been made. Thereafter, the owner must submit to BSEED detailed inspection reports, with photos showing evidence of the work completed, every forty-five (45) calendar days, for the duration of the rehabilitation work, to demonstrate that substantial progress has been made during the approved time frame for rehabilitation.
3. The building shall have all imminently hazardous conditions immediately corrected, be maintained, and securely barricaded until rehabilitation is complete. Rehabilitation work is to be completed within six (6) months, at which time the owner will obtain one of the following from this department:
 - Certificate of Acceptance related to building permits
 - Certificate of Approval as a result of a Housing Inspection
 - Certificate of Compliance, required for all rental properties
4. The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).
5. The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.
6. Prior to seeking a permit extension, the owner must contact BSEED and request to extend the deferral period.

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been satisfied and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, the deferral may be rescinded by the City Council at any time and we may proceed with demolition without further notice. In addition, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

David Bell
Director

DB:bkd

cc: NDK Properties, 1600 Clay, Detroit, MI 48214
CITY CLERK 2020 JAN 17 PM 2:56



Date: January 14, 2020

HONORABLE CITY COUNCIL

RE: **RECOMMENDATION FOR DEFERRAL**
ADDRESS: 8345 Van Dyke
NAME: NDK Propwerties
Demolition Ordered: April 30, 2015

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection conducted on October 16, 2019, revealed that the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 2nd deferral request for this property.**

Therefore, we respectfully recommended that the demolition order be deferred for a period of six months subject to the following conditions:

1. A permit for rehabilitation work shall be applied for within ten (10) business days from the date of the City Council decision.
2. BSEED will schedule a Progress Inspection within forty-five (45) calendar days from the date of the rehabilitation permit to determine whether substantial progress has been made. Thereafter, the owner must submit to BSEED detailed inspection reports, with photos showing evidence of the work completed, every forty-five (45) calendar days, for the duration of the rehabilitation work, to demonstrate that substantial progress has been made during the approved time frame for rehabilitation.
3. The building shall have all imminently hazardous conditions immediately corrected, be maintained, and securely barricaded until rehabilitation is complete. Rehabilitation work is to be completed within six (6) months, at which time the owner will obtain one of the following from this department:
 - Certificate of Acceptance related to building permits
 - Certificate of Approval as a result of a Housing Inspection
 - Certificate of Compliance, required for all rental properties
4. The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).
5. The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.
6. Prior to seeking a permit extension, the owner must contact BSEED and request to extend the deferral period.

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been satisfied and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, the deferral may be rescinded by the City Council at any time and we may proceed with demolition without further notice. In addition, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

David Bell
Director

DB:bkd

cc: NDK Properties, 1600 Clay, Detroit, MI 48211
ATTN: Dennis Kefallinos

CITY CLERK 2020 JAN 17 PM2:56



38

Date: January 14, 2020

HONORABLE CITY COUNCIL

RE: **RECOMMENDATION FOR DEFERRAL**
ADDRESS: 13900 Mack AVE
NAME: Metro Building Group, LLC
Demolition Ordered: November 7, 2017

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection conducted on, January 30, 2019 that the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 3rd deferral request for this property.**

Therefore, we respectfully recommended that the demolition order be deferred for a period of six months subject to the following conditions:

1. **A permit for rehabilitation work shall be applied for within ten (10) business days from the date of the City Council decision.**
2. **BSEED will schedule a Progress Inspection within forty-five (45) calendar days from the date of the rehabilitation permit to determine whether substantial progress has been made. Thereafter, the owner must submit to BSEED detailed inspection reports, with photos showing evidence of the work completed, every forty-five (45) calendar days, for the duration of the rehabilitation work, to demonstrate that substantial progress has been made during the approved time frame for rehabilitation.**
3. **The building shall have all imminently hazardous conditions immediately corrected, be maintained, and securely barricaded until rehabilitation is complete. Rehabilitation work is to be completed within six (6) months, at which time the owner will obtain one of the following from this department:**
 - **Certificate of Acceptance related to building permits**
 - **Certificate of Approval as a result of a Housing Inspection**
 - **Certificate of Compliance, required for all rental properties**
4. **The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).**
5. **The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.**
6. **Prior to seeking a permit extension, the owner must contact BSEED and request to extend the deferral period.**

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been satisfied and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, the deferral may be rescinded by the City Council at any time and we may proceed with demolition without further notice. In addition, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

David Bell
Director

DB:bkd

cc: Metro Building Group, LLC, 1600 Clay, Detroit, MI 48211
ATTN: Dennis Kefallionos

CITY CLERK 2020 JAN 17 PM2:56



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Date: January 14, 2020

HONORABLE CITY COUNCIL

RE: **RECOMMENDATION FOR DEFERRAL**
ADDRESS: 7500-12 Michigan AVE
NAME: Ivory Properties, INC
Demolition Ordered: July 25, 2011

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection conducted on October 17, 2019, revealed that the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 1st deferral request for this property.**

Therefore, we respectfully recommended that the demolition order be deferred for a period of six months subject to the following conditions:

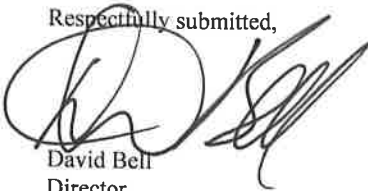
1. A permit for rehabilitation work shall be applied for within ten (10) business days from the date of the City Council decision.
2. BSEED will schedule a Progress Inspection within forty-five (45) calendar days from the date of the rehabilitation permit to determine whether substantial progress has been made. Thereafter, the owner must submit to BSEED detailed inspection reports, with photos showing evidence of the work completed, every forty-five (45) calendar days, for the duration of the rehabilitation work, to demonstrate that substantial progress has been made during the approved time frame for rehabilitation.
3. The building shall have all imminently hazardous conditions immediately corrected, be maintained, and securely barricaded until rehabilitation is complete. Rehabilitation work is to be completed within six (6) months, at which time the owner will obtain one of the following from this department:
 - Certificate of Acceptance related to building permits
 - Certificate of Approval as a result of a Housing Inspection
 - Certificate of Compliance, required for all rental properties
4. The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).
5. The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.
6. Prior to seeking a permit extension, the owner must contact BSEED and request to extend the deferral period.

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been satisfied and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, the deferral may be rescinded by the City Council at any time and we may proceed with demolition without further notice. In addition, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,



David Bell
Director

DB:bkd

cc: Ivory Properties INC, 1600 Clay, Detroit, MI 48211

ATTN: Dennis Kefallinos

CITY CLERK 2020 JAN 17 PM 2:55



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF DEVELOPMENT AND GRANTS



COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1026
DETROIT, MICHIGAN 48226
PHONE: 313 • 628-2158
FAX: 313 • 224 • 0542
WWW.DETROITMI.GOV

December 10, 2019

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate the Transportation Economic Development Fund – Category A Grant for Van Dyke Avenue and Townsend Street

The Michigan Department of Transportation has awarded the City of Detroit Department of Public Works with the Transportation Economic Development Fund – Category A Grant for a total of \$832,929.00. The State share is \$832,929.00 of the approved amount, and there is a required cash match of \$268,018.00. The total project cost is \$1,100,947.00.

The objective of the grant is to make repairs and improvements on Van Dyke Avenue from Hendrie Street north to the I-94 Bridge and on Townsend and Medbury Streets. The funding allotted to the department will be utilized to realign the intersection of Townsend Street and Medbury Street in order to provide adequate turning radii. Construction work also includes the installation of right turn lanes for the employee and truck driveways off of Van Dyke Avenue between Conger Street and Hendrie Street. Finally, construction work will include replacing any sidewalk that is impacted within the project limits. These improvements will be made around the new Dakota Integrated Systems Facility and will ensure that traffic flows safely and efficiently around this facility. The Department of Public Works Head Engineer, Richard Doherty, will be the project lead for this grant. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 20763, with the cash match coming from appropriation number 04189.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

DocuSigned by:

Ryan Friedrichs

A38B48C2052F48B...

Ryan Friedrichs
Director, Office of Development and Grants
CC:
Katerli Bounds, Deputy Director, Grants
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:

Tina Tolliver

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DocuSigned by:

[Signature]

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Office of Budget

Agreement Approved as to Form
By the Law Department



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Department of Public Works is requesting authorization to accept a grant of reimbursement from the Michigan Department of Transportation, in the amount of \$832,929.00, to make repairs and improvements on Van Dyke Avenue from Hendrie Street north to the I-94 Bridge and on Townsend and Medbury Streets; and

WHEREAS, Richard Doherty, the Department of Public Works Head Engineer, will be the project lead for this grant; and

WHEREAS, the Law Department has approved the attached agreement as to form; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 20763, in the amount of \$1,100,947.00, which includes a cash match coming from Appropriation number 04189, for the Transportation Economic Development Fund – Category A Grant.



Grant Summary

Date: 12/03/2019

Page: 1 of 2

Grant Type: TED - Category A

Grant Number: 1373

Section	Applicant	Description (rpt)	Current Grant Amount	Total Match	Total Amount	Grant %	Status	Grant Year
01	City of Detroit, Department of Public Works (DPW)	Van Dyke Avenue	\$186,113.00	\$63,772.00	\$249,885.00	74.48%	Approved	2019
02	City of Detroit, Department of Public Works (DPW)	Van Dyke bridge over I-94	\$631,432.00	\$199,388.00	\$830,820.00	76.00%	Approved	2019
03	City of Detroit, Department of Public Works (DPW)	Townsend Street	\$15,384.00	\$4,858.00	\$20,242.00	76.00%	Approved	2019
Total:			\$832,929.00	\$268,018.00	\$1,100,947.00	75.66%		

Section Grant Section Description

- 01 Construct right turn lanes for the employee and truck driveways off of Van Dyke Avenue between Conger Street to Hendrie Street. Work includes replacing the impacted sidewalk within the project limits. Total construction costs for this section are \$195,908. The TEDF Category A share of construction is \$186,113 or 95%. The remaining construction costs of \$9,795 are the responsibility of the city of Detroit. The city of Detroit will be providing match of \$53,977 for non-construction project-related work.
- 02 Modify the left-turn lanes to increase lane storage by restriping the left-turn lanes on the bridge, extending past the service drives. Replace the current diagonal traffic signal with a box span with individual signals per lane. Total construction costs for this section are \$664,656. The TEDF Category A share of construction is \$631,432 or 95%. The remaining construction costs of \$33,224 are the responsibility of the city of Detroit. The city of Detroit will be providing match of \$166,164 for non-construction project-related work.
- 03 Realign the intersection of Townsend Street and Medbury Street to provide adequate turning radii. Townsend Street will be vacated from Hendrie Street to Medbury Street to allow for Dakota Integrated Systems to have a contiguous parcel of property. Total construction costs for this section are \$16,194. The TEDF Category A share of construction is \$15,384 or 95% of construction. The remaining construction costs of \$810 are the responsibility of the city of Detroit. The city of Detroit will be providing match of \$4,048 for non-construction project-related work. In addition, the city will be providing \$183,094 in non-participating costs to vacate Townsend Street.



Grant Summary

Date: 12/03/2019

Page: 2 of 2

Project Summary

Dakkota Integrated Systems LLC manages the complete assembly and sequencing of modules for the automotive industry. The company provides a variety of build-to-order manufacturing processes including cockpit, overhead and fascia systems for original equipment manufacturers and Tier One suppliers. Dakkota has secured a contract from Fiat Chrysler Automobiles (FCA) to supply components for FCA's new Jeep assembly plant on Mack Avenue. Dakkota is locating its new manufacturing facility on the site of the former Rose Elementary School and the athletic fields for the former Kettering High School.

Dakkota is concerned about the accessibility of the proposed development site. The property that the company is acquiring for its facility was previously zoned as residential and housed a high school and an elementary school. As such, the surrounding road network is not designed to handle the type of traffic that a manufacturing facility will create. To accommodate the development, the city of Detroit will construct the following improvements to facilitate traffic flow to and from the development.

To provide safer truck and employee access to the facility, a right-turn lane will be added to southbound Van Dyke (M-53). To improve traffic flow at the intersection of Van Dyke and the eastbound and westbound service drives, the left-turn lanes will be lengthened on the bridge and cross over through the service drives. Upgraded box span signals with individual signal heads will be added on both northbound and southbound Van Dyke. To provide a contiguous parcel of property for the development, the city of Detroit will vacate Townsend Street from Hendrie Street to Medbury Street. This will necessitate the realignment of the intersection of Medbury Street and Townsend Street.

These proposed improvements were a significant factor in Dakkota's decision to locate its facility on this site. While the company considered other properties in both Michigan and Ohio, Dakkota prefers this location because its proximity to the FCA assembly plant will benefit the company's just-in-time manufacturing process. Dakkota Integrated Services is investing \$79,500,000 and will be hiring 419 new employees. The company is moving quickly on this project as the plant needs to be operation in 2020 to meet the production needs of FCA.

The total project cost is \$1,100,947. The TEDF Category A share of the project is \$832,929 with the city of Detroit and Dakkota Integrated Systems providing \$268,018 in matching funds. Total construction costs are \$876,758. The TEDF Category A share of construction is \$832,929 or 95%. The city of Detroit and Dakkota Integrated Systems are providing \$43,829 for the remaining construction costs. The city of Detroit and Dakkota Integrated Systems are providing \$224,189 in match for non-construction project-related work. In addition, the city of Detroit and Dakkota Integrated Systems will provide \$183,094 in non-participating costs to vacate Townsend Street.

TED (A) (C) (F)
NON FED

COM
Control Section
Job Number
Contract No.

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF
TRANSPORTATION, hereinafter referred to as the "DEPARTMENT;"

~~and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF~~
~~_____ MICHIGAN, hereinafter referred to as the "REQUESTING PARTY,"~~

and the CITY OF _____, a Michigan municipal corporation, hereinafter referred to as
the "REQUESTING PARTY;"

for the purpose of fixing the rights and obligations of the parties in agreeing to the following
improvements, in _____, Michigan, hereinafter referred to as the
"PROJECT" and estimated in detail on EXHIBIT "I," dated _____, attached hereto and
made a part hereof:

WITNESSETH:

WHEREAS, the State of Michigan is hereinafter referred to as the "State;" and

WHEREAS, the PROJECT has been approved for financing in part with funds from the
State appropriated to the Transportation Economic Development Fund, hereinafter referred to as
"TED FUNDS," qualifies for funding pursuant to PA 231, Section 11(3)(a); Public Act of 1987,
as amended, and is categorized as:

CATEGORY "A" FUNDED PROJECT

~~WHEREAS, the PROJECT has been approved for financing in part with funds from the~~
~~State appropriated to the Transportation Economic Development Fund, hereinafter referred to as~~
~~"TED FUNDS," qualifies for funding pursuant to PA 231, Section 11(3)(a); Public Act of 1987,~~
~~as amended, and is categorized as:~~

~~CATEGORY "C" FUNDED PROJECT~~

~~WHEREAS, the PROJECT has been approved for financing in part with funds from the~~

~~State appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS," qualifies for funding pursuant to PA 231, Section 11(2)(b), Public Act of 1987, as amended, and is categorized as:~~

DA

~~CATEGORY "F" FUNDED PROJECT~~

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 contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.
2. The term "PROJECT COST," as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering and inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to perform, at no cost to the PROJECT, such administration of the PROJECT covered by this contract as is necessary to assist the REQUESTING PARTY to qualify for funding. Such administration may include performing such review, legal, financing, any other PROJECT related activities as are necessary to assist the REQUESTING PARTY in meeting applicable State requirements.

The DEPARTMENT shall provide the REQUESTING PARTY with a notice to proceed with the award of the construction contract for the PROJECT.

The DEPARTMENT shall make a final acceptance inspection of the PROJECT as necessary to ensure the PROJECT meets State requirements. Failure to comply with State requirements may result in forfeiture of future distributions of the Michigan Transportation Fund

as described in Section 5. No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

4. The REQUESTING PARTY, under the terms of this contract, shall advertise and award the PROJECT work in accordance with the following:

- A. The REQUESTING PARTY will, at no cost to the DEPARTMENT or the PROJECT, design, or cause to be designed, the PROJECT, and shall accept full responsibility for that design. Any review undertaken by the DEPARTMENT is for its own purposes and is not to nor does it relieve the REQUESTING PARTY of liability for any claims, causes of action or judgments arising out of the design of the PROJECT.
- B. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the plans, specifications, and estimates for the PROJECT have been prepared in compliance with applicable State laws, local ordinances, and State and local standards and regulations.
- C. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the contracting procedures to be followed by the REQUESTING PARTY in connection with the solicitation of the construction contract for the PROJECT shall be based on an open competitive bid process. It is understood that the proposal for the PROJECT shall be publicly advertised and the contract awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State statutes, local ordinances, and State and local regulations.
 - (1) The REQUESTING PARTY shall not award the construction contract prior to receipt of a notice to proceed from the DEPARTMENT.
 - (2) Upon verification that contractor selection by the REQUESTING PARTY was made in accordance with the terms of this contract and upon receipt of the "Request for Payment" form from the REQUESTING PARTY, the DEPARTMENT will authorize payment to the REQUESTING PARTY for the eligible amount in accordance with Section 5.
- D. The REQUESTING PARTY will, at no cost to the PROJECT or the DEPARTMENT, comply with all applicable State statutes, local ordinances, and State and local regulations, including, but not limited to, those specifically relating to construction contract administration and obtain all permits and approvals with railway companies, utilities,

concerned State, Federal, and local agencies, etc., and give appropriate notifications as may be necessary for the performance of work required for the PROJECT.

The REQUESTING PARTY agrees to comply with all applicable requirements of Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended by 1995 PA 60 and 1996 PA 173, MCL 324.9101 et. seq., for all PROJECT work performed under this contract, and the REQUESTING PARTY shall require its contractors and subcontractors to comply with the same.

- E. All work in connection with the PROJECT shall be performed in conformance with the DEPARTMENT'S current Standard Specifications for Construction, special provisions, and the supplemental specifications and plans pertaining to the PROJECT. All materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. Any changes in the scope of work for the PROJECT will require approval by the DEPARTMENT.
- F. The REQUESTING PARTY shall, at no cost to the PROJECT or to the DEPARTMENT, appoint a project engineer who shall administer the PROJECT and ensure that the plans and specifications are followed, and shall perform or cause to be performed the construction engineering and inspection services necessary for the completion of the PROJECT.

Should the REQUESTING PARTY elect to use consultants for construction engineering and inspection, the REQUESTING PARTY shall provide a full-time project manager employed by the REQUESTING PARTY who shall ensure that the plans and specifications are followed.

- G. The REQUESTING PARTY shall require the contractor who is awarded the contract for the construction of the PROJECT to provide, as a minimum, insurance in the amounts specified in and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:
 - (1) Maintain bodily injury and property damage insurance for the duration of the PROJECT.
 - (2) Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other party with

jurisdiction for the roadway being constructed as the PROJECT, and their employees, for the duration of the PROJECT and to provide copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.

- (3) Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current Standard Specifications for Construction and to provide copies of notices and reports prepared to those insured.

5. The PROJECT COST shall be met in part by contributions by TED FUNDS. TED FUNDS Category A (or C) shall be applied to the eligible items of the PROJECT COST up to an amount not to exceed the lesser of: (1) ____ percent of the approved and responsible low bid amount, or (2) \$ _____. The balance, if any, of the PROJECT COST, after deduction of TED FUNDS, is the sole responsibility of the REQUESTING PARTY.


The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of PROJECT work.

Based upon the final cost of the PROJECT, the final costs included in the grant, and/or a request by the REQUESTING PARTY, a payment adjustment may be initiated and/or authorized by the DEPARTMENT for eligible items of the PROJECT COST such that the total amount of TED FUNDS does not exceed \$ _____. The grant includes those activities of preliminary engineering, right-of-way acquisition, construction, and construction engineering related to the grant. The REQUESTING PARTY shall certify all actual costs incurred for work performed under this contract that are eligible for payment with TED FUNDS and will be required to repay any TED FUNDS it received in excess of ____ percent of the total of such costs.

~~5. The PROJECT COST shall be met in part by contributions by TED FUNDS. TED FUNDS Category E shall be applied to the eligible items of the PROJECT COST up to an amount not to exceed the lesser of: (1) ____ percent of the approved and responsible low bid amount, or (2) \$ _____, the grant amount. The balance, if any, of the PROJECT COST, after deduction of TED FUNDS, is the sole responsibility of the REQUESTING PARTY.~~

~~The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of PROJECT work.~~

~~Based upon the final cost of the PROJECT and/or a request by the REQUESTING PARTY, a payment adjustment may be initiated and/or authorized by the DEPARTMENT for eligible items of the PROJECT COST such that the total amount of TED FUNDS does not exceed the grant amount. The REQUESTING PARTY shall certify all actual costs incurred for~~

~~work performed under this contract that are eligible for payment with TED FUNDS and will be required to repay any TED FUNDS it received in excess of _____ percent of the total of such costs.~~ 

6. The REQUESTING PARTY shall establish and maintain adequate records and accounts relative to the cost of the PROJECT. Said records shall be retained for a period of three (3) years after completion of construction of the PROJECT and shall be available for audit by the DEPARTMENT. In the event of a dispute with regard to allowable expenses or any other issue under this contract, the REQUESTING PARTY shall continue to maintain the records at least until that dispute has been finally decided and the time after all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the records at any reasonable time after giving reasonable notice.

The REQUESTING PARTY, within six (6) months of completion of the PROJECT and payment of all items of PROJECT COST related thereto, shall make a final reporting of construction costs to the DEPARTMENT and certify that the PROJECT has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the

DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 998-502 and applicable State laws and regulations relative to audit requirements.

~~7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.~~ (33A)

7. At such time as traffic volumes or safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

9. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation

pursuant to either State or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in the cost of remediation, the amount of TED FUNDS the REQUESTING PARTY received from Grant _____ shall be forfeited back to the DEPARTMENT.

10. If State funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

11. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the State.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq. as amended, which is incidental to the completion of the PROJECT.

12. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

13. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

14. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

15. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

16. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964 being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

17. The REQUESTING PARTY and other local agencies, as applicable parties, understand and agree that the highway(s) or street(s) being improved under the terms of this agreement and funded with Transportation Economic Development Funds, shall not be subject to any restriction by local authorities in using certain commercial vehicles on such highway(s) or street(s). Such restrictions are in conflict with the basic concept of the Transportation Economic Development Program and Funding. The REQUESTING PARTY, by signing this agreement, agrees to obtain concurrence from other local governmental agencies within whose jurisdiction or control the highway(s) or street(s) are being improved.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

~~BOARD OF COUNTY ROAD
COMMISSIONERS OF THE
COUNTY OF~~



~~By _____
Title:~~

~~By _____
Title:~~

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Department Director MDOT

CITY OF

By _____
Title:

By _____
Title:

Date

EXHIBIT I

CONTROL SECTION
JOB NUMBER

ESTIMATED COST

Estimated PROJECT COST

Contracted Work \$

ESTIMATED COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$
Less TED FUNDS*	\$
BALANCE (REQUESTING PARTY'S SHARE)	\$

NO DEPOSIT

*TED FUNDS for the PROJECT are limited to an amount as described in Section 5.



DEPARTMENTAL SUBMISSION

DEPARTMENT: Office of the Chief Financial Officer -
Development & Grants

FILE NUMBER: Office of the Chief Financial Officer -
Development & Grants-0014

*** RE:**

Submitting reso. autho.to Accept and Appropriate the Transportation Economic Development Fund – Category A Grant for Van Dyke Avenue and Townsend Street.

*** SUMMARY:**

The Michigan Department of Transportation has awarded the City of Detroit Department of Public Works with the Transportation Economic Development Fund – Category A Grant for a total of \$832,929.00. The State share is \$832,929.00 and there is a required cash match of \$268,018.00. The total project cost is \$1,100,947.00.

*** RECOMMENDATION:**

Submitting reso. autho.to Accept and Appropriate the Transportation Economic Development Fund – Category A Grant for Van Dyke Avenue and Townsend Street. The Michigan Department of Transportation has awarded the City of Detroit Department of Public Works with the Transportation Economic Development Fund – Category A Grant for a total of \$832,929.00. The State share is \$832,929.00 and there is a required cash match of \$268,018.00. The total project cost is \$1,100,947.00.

*** DEPARTMENTAL CONTACT:**

Name: Jalesa Beck
Position: Administrative Assistant II

***=REQUIRED**



41

January 17, 2020

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

**RE: Acquisition of Property from Focus: Hope
1180 Oakman Boulevard, Detroit**

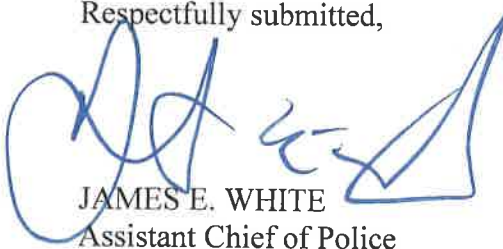
Honorable City Council:

The City of Detroit, Police Department ("DPD") is hereby requesting authorization from your Honorable Body to acquire certain real property at 1180 Oakman Boulevard (the "Property") from Focus: Hope Inc. a Michigan non-profit corporation for the purchase price of Two Million Six Hundred Thousand and 00/100 Dollars (\$2,600,000.00) (the "Purchase Price") subject to certain other terms and conditions.

The City wishes to acquire the Property for certain public purposes including relocating DPD personnel from leased facilities and to consolidate record management activities. Also, DoIT will be using the facility for record archives. Currently the Property is within a M4 zoning district (Intensive Industrial District).

We, therefore, request that your Honorable Body adopt the attached resolution to authorize acquisition of the Property from Focus: Hope Inc. for the Purchase Price.

Respectfully submitted,


JAMES E. WHITE
Assistant Chief of Police

cc:

CITY CLERK 2020 JAN 22 PM 4:59



RESOLUTION

BY COUNCIL MEMBER: _____

WHEREAS, the City of Detroit (“City”) through the Police Department (“DPD”) wishes to acquire certain real property known as 1180 Oakman Boulevard, Detroit, MI as more particularly described in the attached Exhibit A (the “Property”) from Focus: Hope Inc., a Michigan non-profit corporation, for the sum of Two Million Six Hundred Thousand and 00/100 Dollars (\$2,600,000.00) (the “Purchase Price”) subject to certain other terms and conditions; and

WHEREAS, the acquired Property will be used for certain public purposes relocating DPD personnel from leased facilities and to consolidate record management. Also, DoIT will be using the facility for record archives; and

WHEREAS, the Buildings, Safety Engineering and Environmental Department (“BSEED”) has reviewed the environmental inquiry completed for the Property; and

WHEREAS, in accordance with “Chapter 2, Article VI, of the 2019 Detroit City Code; (1) the City Council finds that the Property has received an environmental inquiry in accordance with the review referred to in the preceding paragraph; (2) pursuant to the request of the Planning and Development Department, City Council finds that despite the possibility of environmental contamination, acquisition of the Property is necessary to protect the health, safety and welfare of the public; furthermore, acquisition of the Property is necessary as it is part of a project plan and that acquisition of the Property will not prejudice the right of the City to recover response costs from any potential responsible parties under State and/or Federal law; (3) the City Council finds and declares that the preservation of the promotion of public health, safety, welfare or good outweighs the cost of the environmental assessment and therefore waives the requirement that the seller bear the cost of the environmental assessment; and (4) within 45 days of recording a deed to the Property, P&DD shall have prepared and submit to the Michigan Department of Environment, Great Lakes, and Energy a Baseline Environmental Assessment for the Property; NOW THEREFORE BE IT

RESOLVED, that in accordance with the foregoing, the Assistant Police Chief James E. White, or his/her authorized designee, be and is hereby authorized to accept and record a deed to the City of Detroit for the Property, as well as execute and such other documents as may be necessary to effectuate transfer of the Property from Focus: Hope to the City of Detroit for the Purchase Price; and be it further

RESOLVED, that the Assistant Police Chief James E. White, or his/her authorized designee, is authorized to execute any required instruments to make and incorporate technical amendments or changes to the deed and/or other documents (including but not limited to corrections to or confirmations of legal descriptions, or timing of tender of possession of particular parcels) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or technical matters that may arise prior to the City’s acquisition of the Property,



provided that the changes do not materially alter the substance or terms of the transfer and acquisition; and be it finally

RESOLVED that the Finance Director be and is hereby authorized to increase the necessary accounts and honor expenditures and vouchers, when presented in accordance with the foregoing communication and standard City procedures.



EXHIBIT A

LEGAL DESCRIPTION

All that part of Quarter Section 7, of the 10,000 Acre Tract, City of Detroit, Wayne County, Michigan described as:

Beginning at a point on the northerly line of Oakman Boulevard, 120 Feet Wide, said point being South 64 degrees 00 minutes 20 seconds West 383.40 feet from the intersection of the northerly line of Oakman Boulevard with the westerly line of 12th Street, 66.00 feet wide (also known as Rosa Parks Boulevard) thence South 64 degrees 00 minutes 20 seconds West 456.12 feet; thence North 26 degrees 12 minutes 17 seconds West 159.10 feet; thence North 17 degrees 49 minutes 29 seconds East 70.76 feet; thence North 26 degrees 02 minutes 52 seconds West 117.19 feet; thence North 37 degrees 34 minutes 03 seconds East 22.84 feet; thence North 63 degrees 57 minutes 42 seconds East 91.20 feet; thence North 25 degrees 59 minutes 40 seconds West 97.71 feet to the southerly line of Conrail Railroad Right-of-way; thence along said line North 64 degrees 00 minutes 20 seconds East 476.86 feet; thence 160.95 feet on a non-tangent curve to the left having a radius of 479.48, a central angle of 19 degrees 14 minutes 00 seconds and a chord which bears South 39 degrees 26 minutes 20 seconds West 160.20 feet; thence on a tangent line, South 29 degrees 49 minutes 20 seconds West 101.80 feet; thence South 26 degrees 25 minutes 40 seconds East 101.49 feet; thence North 64 degrees 00 minutes 20 seconds East 47.78 feet; thence South 26 degrees 10 minutes 40 seconds East 210.00 feet to the Point of Beginning, containing 4.052 acres, more or less.

Commonly known as: 1180 Oakman Boulevard, Detroit, Michigan



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
CITY ENGINEERING DIVISION

42

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

January 8, 2020

Honorable City Council:

Re: Petition No. 532 – MJ Parcels, LLC request the conversion of an alley to easement in the area of E. Grand Blvd., Brush Street., Beaubien Street, and East Milwaukee Street.

Petition No. 532 – MJ Parcels, LLC, request to vacate and convert to easement the east-west alley, 16 feet wide, bounded by Brush Street, 60 feet wide, Beaubien Street, 60 feet wide, Milwaukee Avenue, 60 feet wide, and East Grand Blvd, 150 feet wide.

This request is being made to legalize the parking lot and condominium parking area constructed on the site.

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

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

All involved City Departments, including the Public Lighting Department, and privately owned utility companies have reported no objections to the conversion of the public rights-of-way into a private easement for public utilities. Provisions protecting utility installations are part of the attached resolution.

Detroit Water and Sewerage Department (DWSD) has no objection to the conversion to easement. The specific DWSD provisions for easements are included in the resolution.

I am recommending adoption of the attached resolution.

Respectfully submitted,

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

JK/

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

CITY CLERK 2020 JAN 13 PM 1:47

BY COUNCIL MEMBER _____

RESOLVED, All of the east-west alley, 16 feet wide, block bounded by Brush Street, 60 feet wide, and Beaubien Street, 60 feet wide, and being more particularly described as:

- 1) The east-west alley, 16 feet wide, lying southerly of and adjoining lots 46 & 57 and lying northerly of lots 47 through 56 all said lots being within Frisbie & Foxens Subdivision Liber 6, Page 78 of Plats, Wayne County Records; bounded by East Grand Blvd, 150 feet wide, and East Milwaukee Avenue, 60 feet wide.

Be and the same are hereby vacated as a public alleys and converted into a private easement for public utilities of the full width of the alleys, 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 alley and by their heirs, executors, administrators and assigns, forever to wit:

First, said owners hereby grant to and for the use of the public an easement or right-of-way over said vacated public alleys 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 alley 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 alleys 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,

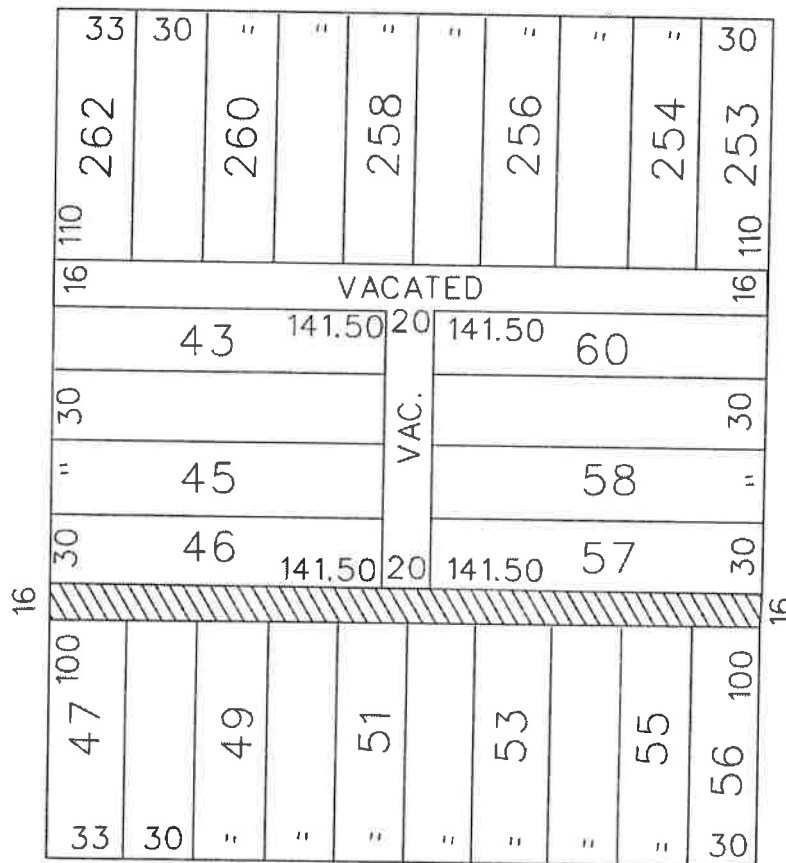
Fourth, That if the owners of any lots abutting on said vacated alleys shall request the removal and/or relocation of any existing poles or other utilities in said easement; such owners shall pay all costs incidental to such removal and/or relocation, unless such charges are waived by the utility owners,

PETITION NO. 532
 MJ PARCELS LLC,
 C/O GIFFELS WEBSTER
 28 W. ADAMS, SUITE 1200
 DETROIT, MICHIGAN 48226
 PHONE NO. 313 962-4442



E. GRAND BLVD 150 FT. WD.

BRUSH ST. 60 FT. WD.



BEAUBIEN ST. 60 FT. WD.

E. MILWAUKEE AVE. 60 FT. WD.



- CONVERSION TO EASEMENT

(FOR OFFICE USE ONLY)

CARTO 31 F

B					- CONVERSION TO EASEMENT THE EAST/ WEST PUBLIC ALLY, 16 FT. WD IN THE BLOCK BOUND BY MILWAUKEE AVE., BRUSH ST., E. GRAND BLVD AND BEAUBIEN ST.	CITY OF DETROIT CITY ENGINEERING DIVISION SURVEY BUREAU
	A					
DESCRIPTION		DRWN	CHKD	APPD	DATE	JOB NO. 01-01 DRWG. NO. X 532
REVISIONS						
DRAWN BY SA		CHECKED KSM				
DATE 05-13-19		APPROVED				



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

January 17th, 2020

Honorable City Council:

RE: Petition No. 162 – Barbat Holdings, LLC, propose to construct an entry canopy in the right of way of 415 Clifford Street.

Petition No. 162 – Barbat Holdings, LLC, request for encroachments with a pre-existing sub-surface basement area, entry canopy, window canopies, and new planters. The encroachments are at 415 Clifford Street in the block of Bagley Avenue, 120 feet wide, Grand River Avenue, 60 feet wide, Clifford Avenue, 60 feet wide, and Times Square, 60 feet wide.

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

The request is being made for building renovation including interior and exterior work.

The request was approved by the Solid Waste Division – DPW, City Engineering Division – DPW, and Traffic Engineering – DPW with provisions that are a part of the resolution.

Detroit Water and Sewerage Department (DWSD) reports involvement, but 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

JMK/SW

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 Barbat Holdings, LLC or their assigns to install and maintain encroachments with entry canopy, window canopies, and new planters. The encroachments are at 415 Clifford Street in the block of Bagley Avenue, 120 feet wide, Grand River Avenue, 60 feet wide, Clifford Avenue, 60 feet wide, and Times Square, 60 feet wide, adjoining Lots 28 through 30, both inclusive "Governor and Judges Plan of Section number ten" as recorded in Liber 34, Page 553, Deeds, Wayne County Records. Encroachments are further described as follows:

- 1) Entry canopy along the Bagley Avenue right-of-way beginning 82 feet 5 inches south of the northwest property corner then south 13 feet along the west property line and extending 18 feet 6 inches into the Bagley Avenue right-of-way and being 10 feet 8 inches above grade.
- 2) Six window canopies along the Bagley Avenue right-of-way extending 1 foot 10 inches into the Bagley Avenue right-of-way and beginning 5 feet 4 inches south of the northwest property corner and continuing south along the west property line 82 feet 5 inches and being 10 feet 4 inches above grade.
- 3) Three new planters along the Bagley Avenue right-of-way: First planter 5 feet long & 3 feet wide, second and third planters 13 feet 7 inches long & 3 feet wide. All three planters lying between 16 feet and 19 feet west of the west property line beginning 16 feet 7 inches south of the north property line and ending 68 feet 7 inches south of the north property line.
- 4) Two new planters with two canopy columns along the Bagley Avenue right-of-way. Both planters are 5 feet long & 3 feet wide. Both planters lying between 11 feet 9 inches west of the west property line and 14 feet 9 inches west of the west property line beginning 80 feet south of the north property line and ending 96 feet 11 inches south of the north property line.
- 5) Basement areaways the full length of the building structure (98 feet) along Bagley Avenue and 12.5 feet below grade extending 16 feet into the Bagley Avenue right-of-way.

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 remaining sidewalk width meets minimum ADA requirements and all City standards and policies are met; 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, Barbat Holdings, LLC 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 Barbat Holdings, LLC 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 Barbat Holdings, LLC or their assigns. Should damages to utilities occur Barbat Holdings, LLC 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 Barbat Holdings, LLC 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 Barbat Holdings, LLC or their assigns of the terms thereof. Further, Barbat Holdings, LLC 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 filing of said indemnity agreement shall be construed as acceptance of this Resolution by the "permittee"; and further

PROVIDED, that all cost for the construction, maintenance, permits and use of the encroachments shall be borne by Barbat Holdings, LLC, or their assigns; 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 or part thereof is revocable at the will, whim or caprice of the City Council, and Barbat Holdings, LLC 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

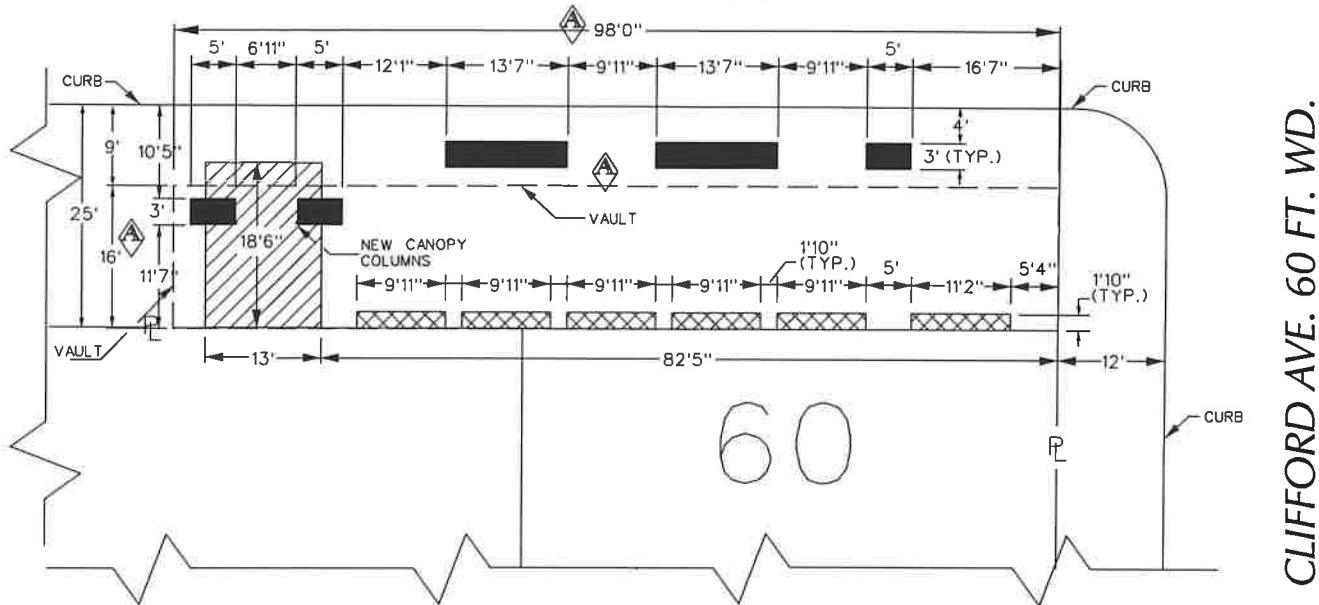
PROVIDED, that the City Clerk shall within 30 days record a certified copy of this resolution with the Wayne County Register of Deeds.

PETITION NO. 162
 BARBAT HOLDINGS, LLC
 7499 MIDDLEBELT RD.
 WEST BLOOMFIELD, MICHIGAN 48322
 C/O JOE BARBAT
 PHONE NO. 248 426-2109

"REVISED"

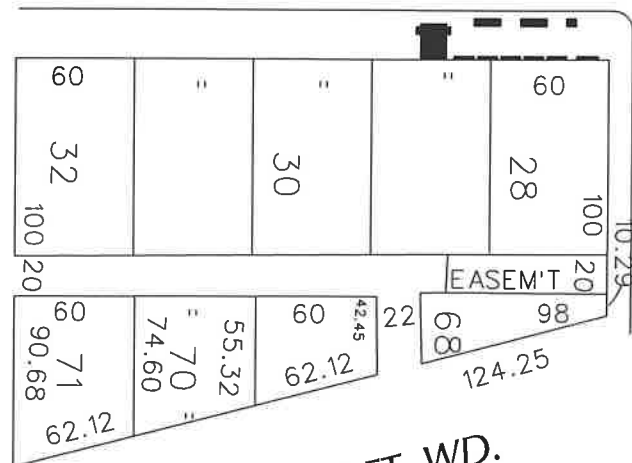


BAGLEY AVE. 120 FT. WD.



BAGLEY AVE. 120 FT. WD.

GD. RIVER AVE. 60 FT. WD.



CLIFFORD AVE. 60 FT. WD.

TIMES SQ. 60 FT. WD.

--- VAULT.



- REQUEST ENCROACHMENT
 (With Entry Canopy
 10'-8" Above Grade)



- REQUEST ENCROACHMENT
 (With Window Canopies
 10'-4" Above Grade)



- REQUEST ENCROACHMENT
 (With New Planters)

(FOR OFFICE USE ONLY)

CARTO 28 B

B					
A	INDIRECT VAULT LOCATED THE PUBLIC SIDEWALK AREA FALLS OUTSIDE OF THE PROPERTY LINE.	SA	KSM		11/22/19
DESCRIPTION	DRWN	CHKD	APPD	DATE	
REVISIONS					
DRAWN BY	WLW	CHECKED	KSM		
DATE	04-26-19	APPROVED			

REQUEST ENCROACHMENT
 INTO BAGLEY
 AT 415 CLIFFORD
 (With Entry and Window Canopies
 and New Planters)

CITY OF DETROIT
 CITY ENGINEERING DEPARTMENT
 SURVEY BUREAU
 JOB NO. 01-01
 DRWG. NO. X 162



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
CITY ENGINEERING DIVISION

44

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

January 8, 2020

Honorable City Council:

RE: Petition No. 1697 – Keating Contracting, LLC, request for encroachment permit for installation of new steel canopies on building façade located at 1437 Woodward Avenue.

Petition No. 1697 – Keating Contracting, LLC, request for encroachments with steel canopies on building façades. The encroachments are on the west side of Woodward Avenue, 120 feet wide, between Clifford Avenue, 60 feet wide, and Grand River Avenue, 60 feet wide.

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

The request is being made to upgrade the old building awnings.

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

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

SW

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 Keating Contracting, LLC or their assigns to install and maintain encroachments with steel canopies on building façades. The encroachment is on the west side of Woodward Avenue, 120 feet wide, between Clifford Avenue, 60 feet wide, and Grand River Avenue, 60 feet wide and land in the City of Detroit, Wayne County, Michigan: Woodward Avenue, 120 feet wide, adjoining Lot 29 “Plan of Section numbered Eight in the territory of Michigan confirmed unanimously by the Governor and Judges on the 27th day of April, 1807 and ordered to be a record and to be signed by the Governor and attested by the Secretary of the Board” as recorded in Liber 34, Page 543 of Deeds, Wayne County Records. Encroachments are further described as follows:

- 1) Steel canopy being 9.5 feet in height, 5.5 feet wide and 15.67 feet in length along Woodward Avenue lying east of the east line of said Lot 29. Canopy height must remain at a minimum of 8 feet above grade.

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 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 the petitioner maintain a vertical clearance of 18 feet above grade from DWSD facilities for maintenance access and repair; 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 underground pipes are encased in concrete to protect them from inadvertent damage, and permanent monuments be installed at the intersection of the property line and the centerline of the installed pipes, and further

PROVIDED, that the Keating Contracting, LLC or their assigns provide as-built drawings of their installation and the relationship to other utility infrastructure to the Department of Public Works – City Engineering Division, and further

PROVIDED, Keating Contracting, LLC 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 Keating Contracting, LLC 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 Keating Contracting, LLC or their assigns. Should damages to utilities occur Keating Contracting, LLC 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 Keating Contracting, LLC 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 Keating Contracting, LLC or their assigns of the terms thereof. Further, Keating Contracting, LLC 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 filing of said indemnity agreement shall be construed as acceptance of this Resolution by the “permittee”; 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 construction of the encroachments shall constitute acceptance of the terms and conditions as set forth in this resolution; and be it further

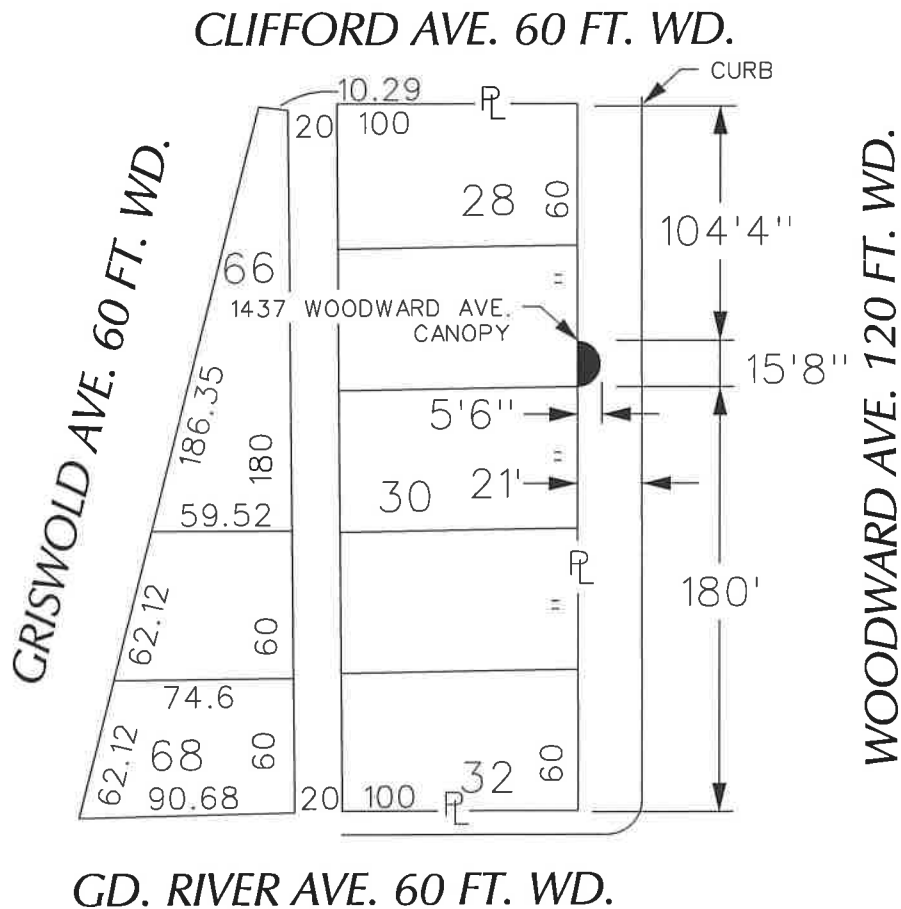
PROVIDED, this resolution or part thereof is revocable at the will, whim or caprice of the City Council, and Keating Contracting, LLC acquires no implied or other privileges hereunder not expressly stated herein; and further

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.

PETITION NO. 1697
 KEATING CONTRACTING, LLC
 22775 HESLIP DR.
 NOVI, MICHIGAN 48375
 MARK KEATING
 PHONE NO. 248 730-9339

"REVISION-A"



- REQUEST ENCROACHMENT
 (With Steel Canopies)

(FOR OFFICE USE ONLY)

CARTO 28 B

B					
A	SEPARATE THE DRAWING	SA	JD		01/03/20
DESCRIPTION	DRWN	CHKD	APPD	DATE	
REVISIONS					
DRAWN BY	WLW	CHECKED	KSM		
DATE	05-09-19	APPROVED			

**REQUEST ENCROACHMENT
 INTO WOODWARD
 AT 1247 WOODWARD
 (With Steel Canopies)**

CITY OF DETROIT CITY ENGINEERING DIVISION SURVEY BUREAU	
JOB NO.	01-01
DRWG. NO.	X 1697



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
CITY ENGINEERING DIVISION

45

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

January 2, 2020

Honorable City Council:

RE: Petition No. 447 – Duzak Funeral Home, request to place permanent encroachment on right of way of Grandmont near Warren.

Petition No. 447 – Duzak Funeral and Cremation Center request for encroachments with three bollards on the sidewalk located on the west side of Grandmont Avenue, 50 feet wide, between West Warren Avenue, 106 feet wide, and Majestic Avenue, 50 feet wide.

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

The request is being made to prevent large delivery trucks from driving on the funeral home sidewalk.

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

Detroit Water and Sewerage Department (DWSD) reports involvement, but 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

JMK

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

CITY CLERK 2020 JAN 17 4:10:18

COUNCIL MEMBER _____

RESOLVED, that the Department of Public Works, City Engineering Division is hereby authorized and directed to issue permits to Duzak Funeral and Cremation Center or their assigns to install and maintain encroachments with three bollards on the west side of Grandmont Avenue, 50 feet wide, between West Warren Avenue, 106 feet wide, and Majestic Avenue, 50 feet wide. Encroachments are further described as lying within the Grandmont Avenue right-of-way and lying east of and adjacent to Lot 392 "West Warren Park Subdivision of part of S 1/2 of Section 1, T2S.,R.10E. Dearborn Township (Now Detroit) Wayne County, Michigan" as recorded in Liber 50, Page 6 of Plats, Wayne County Records. The three bollards lying 7.5 feet east of the east line of above said Lot 392 and first bollard being 8 feet south of the north line of above said Lot 392, and second bollard lying 10 feet south of the first bollard, and third bollard lying 10 feet south of the second bollard.

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, Duzak Funeral and Cremation Center 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 Duzak Funeral and Cremation Center 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 Duzak Funeral and Cremation Center or their assigns. Should damages to utilities occur Duzak Funeral and Cremation Center 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 Duzak Funeral and Cremation Center 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 Duzak Funeral and Cremation Center or their assigns of the terms thereof. Further, Duzak Funeral and Cremation Center 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 filing of said indemnity agreement shall be construed as acceptance of this Resolution by the “permittee”; and further

PROVIDED, that all cost for the construction, maintenance, permits and use of the encroachments shall be borne Duzak Funeral and Cremation Center, or their assigns; 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 or part thereof is revocable at the will, whim or caprice of the City Council, and Duzak Funeral and Cremation Center 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.

PETITION NO. 447
 DUZAK FURNERAL & CREMATION CENTER
 16600 W. WARREN AVE.
 DETROIT, MICHIGAN 48228
 CHRIS DUZAK
 PHONE NO. 313 584-5050

"REVISION-A"



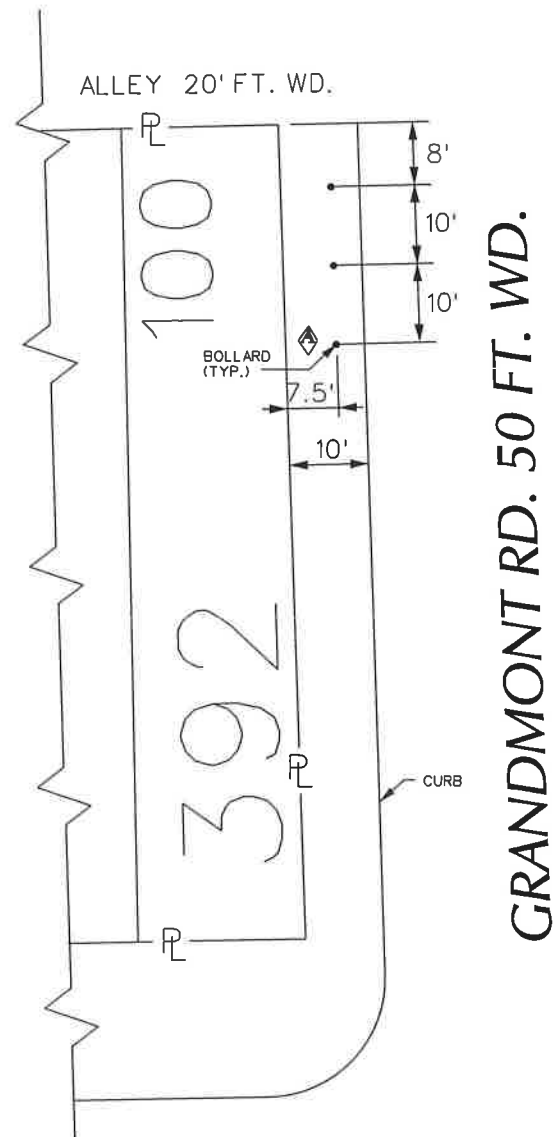
MAJESTIC AVE. 50 FT. WD.

ABINGTON RD. 60 FT. WD.

38.5	122.5	18	122.5	38.5
423			373	
35			35	
421			375	
419			377	
417			379	
415			381	
413			383	
411			385	
409			387	
407			389	
405			391	
404			392	
402				
400				
398				
396				
394				
392				
20				
21.5				

GRANDMONT RD. 50 FT. WD.

W. WARREN AVE. 106 FT. WD.



W. WARREN AVE.
 106 FT. WD.



- REQUEST ENCROACHMENT
 (With Steel Bollards)

(FOR OFFICE USE ONLY)

CARTO 99 E

B					
A	CHANGING THE DISTANCE BETWEEN STEEL BOLLARDS AND PROPERTY LINE	SA	KSM	JD	01/16/20
REVISIONS					
DESCRIPTION	DRWN	CHKD	APPD	DATE	
DRAWN BY	WLW	CHECKED	KSM		
DATE	05-02-19	APPROVED			

REQUEST ENCROACHMENT
 INTO GRANDMONT
 AT 16600 W. WARREN
 (With Steel Bollards)

CITY OF DETROIT CITY ENGINEERING DIVISION SURVEY BUREAU	
JOB NO.	01-01
DRWG. NO.	X 447



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
ADMINISTRATION DIVISION

46

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 611
DETROIT, MICHIGAN 48226
(313) 224-3901 • TTY: 711
(313) 224-1464
WWW.DETROITMI.GOV

January 18th, 2020

HONORABLE CITY COUNCIL

RE: Petition #1170 – Detroit Metro Convention & Visitors Bureau, request to install approximately 102 banners on Woodward Ave., Gratiot Ave., Brush St. and Jefferson Ave. in order to mark the arrival of the NCAA Frozen Four hockey tournament to the City of Detroit.

The Department of Public Works, Traffic Engineering Division received the above referenced petition. This department has no objections to the placement of banners, provided that the banner installation is in compliance with the banner policy adopted by your Honorable Body on November 30, 2001, and subject to the following conditions:

1. One hundred and two (102) banners are to be located along Woodward Ave. from Willis St. to Fisher Service Drive, Gratiot Ave. from Randolph St. to Brush St., on Brush St. North of Gratiot Ave. outside The Hilton Garden Inn and Jefferson Ave. from Randolph St. to St. Antoine St. as shown on the attached map below.
2. The duration of banner installation shall be from March 30th, 2020 through April 12th, 2020.
3. Banners shall not exceed thirty-two (32) inches in width by ninety-four (94) inches in height and should be acrylic or vinyl with standard slitting (also called "Happy Faces").
4. Banners shall be affixed to allow minimum of (15) feet clearance from walkway surface.
5. Banners shall not include flashing lights that may be distracting to motorists.
6. Banners shall not have displayed thereon any legend or symbol which is, or resembles, or which may be mistaken for a traffic control device, or which attempts to direct the movement of traffic.
7. Commercial advertising is strictly prohibited on all banners; including telephone numbers, mailing addresses, and web site addresses.
8. A sponsoring organization's logo and/or name may be included at the bottom of the banner in a space no more than ten (10) inches in height by thirty (30) inches in length, and letter size shall be limited to four (4) inch maximum and placed at the bottom of the banner.
9. Sponsoring organizations may not include messages pertaining to tobacco and related products, alcoholic beverages, firearms, adult entertainment or sexually explicit products, or political campaigns.
10. Sponsoring organizations may not include legends or symbols which may be construed to advertise, promote the sale of, or publicize any merchandise or commodity, with the exception of sponsorship as described in the banner policy (see section 9 of the policy).
11. Banner placement must be a minimum of 120 feet or every other pole apart, whichever is greater, including banners that may exist at the time of the installation and is limited to a two thousand (2000) feet radius area of the event location or within the stated organization's boundaries.



HONORABLE CITY COUNCIL (Cont.)
Petition #1170

12. The design, method of installation and location of banners shall not endanger persons using the highway or unduly interfere with the free movement of traffic.
13. The petitioner *SHALL* secure an approval from **Public Lighting Department** to use their utility poles to hang the banners.
14. The petitioner *SHALL* secure Right of Way permit from City Engineering Division every time the banners are changed/replaced.
15. The wording on the banners will be (please see below).
16. Since Gratiot Ave., Jefferson Ave. and Woodward Ave. are state trunk lines from the above locations, approval from the Michigan Department of Transportation is required.

If deemed appropriate by the City of Detroit, The City reserves the right to have the banners removed by the Petitioner at the Petitioner's cost prior to expiration date.

Respectfully Submitted,

Ron Brundidge, Director
Department of Public Works

Copy: Arthur Jemison, Mayor's Office
Linda Vinyard, Mayor's Office
Caitlin Marcon, DPW
Ashok Patel, DPW Traffic Engineering Division

RB/AF/CB





WELCOME TO THE D



It's GO time™
DETROIT





CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
ADMINISTRATION DIVISION

47

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 611
DETROIT, MICHIGAN 48226
(313) 224-3901 • TTY: 711
(313) 224-1464
WWW.DETROITMI.GOV

January 14th, 2020

HONORABLE CITY COUNCIL

RE: Petition #1169 – Detroit Pistons, request to install approximately 22 banners along Amsterdam St. and Second Ave. in order to celebrate the Pistons return to the City of Detroit as well as to promote the opening of the new Pistons Performance Center.

The Department of Public Works, Traffic Engineering Division received the above referenced petition. This department has no objections to the placement of banners, provided that the banner installation is in compliance with the banner policy adopted by your Honorable Body on November 30, 2001, and subject to the following conditions:

1. **Twenty-two (22)** banners are to be located along Amsterdam St. from 3rd Ave. to 2nd Ave., Second Ave. from Amsterdam St to CSX R.R. Viaduct as shown on the attached map below.
2. The duration of banner installation shall be from January 15th, 2020 through April 15th, 2020 according to Sec. 43-4-87, Division 4- Banners on public lighting poles, Part IV- Detroit City Code (version Sep. 30th, 2019).
3. Banners shall not exceed thirty-two (32) inches in width by ninety-four (94) inches in height and should be acrylic or vinyl with standard slitting (also called "Happy Faces").
4. Banners shall be affixed to allow minimum of (15) feet clearance from walkway surface.
5. Banners shall not include flashing lights that may be distracting to motorists.
6. Banners shall not have displayed thereon any legend or symbol which is, or resembles, or which may be mistaken for a traffic control device, or which attempts to direct the movement of traffic.
7. Commercial advertising is strictly prohibited on all banners; including telephone numbers, mailing addresses, and web site addresses.
8. A sponsoring organization's logo and/or name may be included at the bottom of the banner in a space no more than ten (10) inches in height by thirty (30) inches in length, and letter size shall be limited to four (4) inch maximum and placed at the bottom of the banner.
9. Sponsoring organizations may not include messages pertaining to tobacco and related products, alcoholic beverages, firearms, adult entertainment or sexually explicit products, or political campaigns.
10. Sponsoring organizations may not include legends or symbols which may be construed to advertise, promote the sale of, or publicize any merchandise or commodity, with the exception of sponsorship as described in the banner policy (see section 9 of the policy).
11. Banner placement must be a minimum of 120 feet or every other pole apart, whichever is greater, including banners that may exist at the time of the installation and is limited to a two thousand (2000) feet radius area of the event location or within the stated organization's boundaries.




HONORABLE CITY COUNCIL (Cont.)
Petition #1169

12. The design, method of installation and location of banners shall not endanger persons using the highway or unduly interfere with the free movement of traffic.
13. The petitioner *SHALL* secure an approval from **Public Lighting Department** to use their utility poles to hang the banners.
14. The petitioner *SHALL* secure Right of Way permit from City Engineering Division every time the banners are changed/replaced.
15. The wording on the banners will be (please see below).

If deemed appropriate by the City of Detroit, The City reserves the right to have the banners removed by the Petitioner at the Petitioner's cost prior to expiration date.

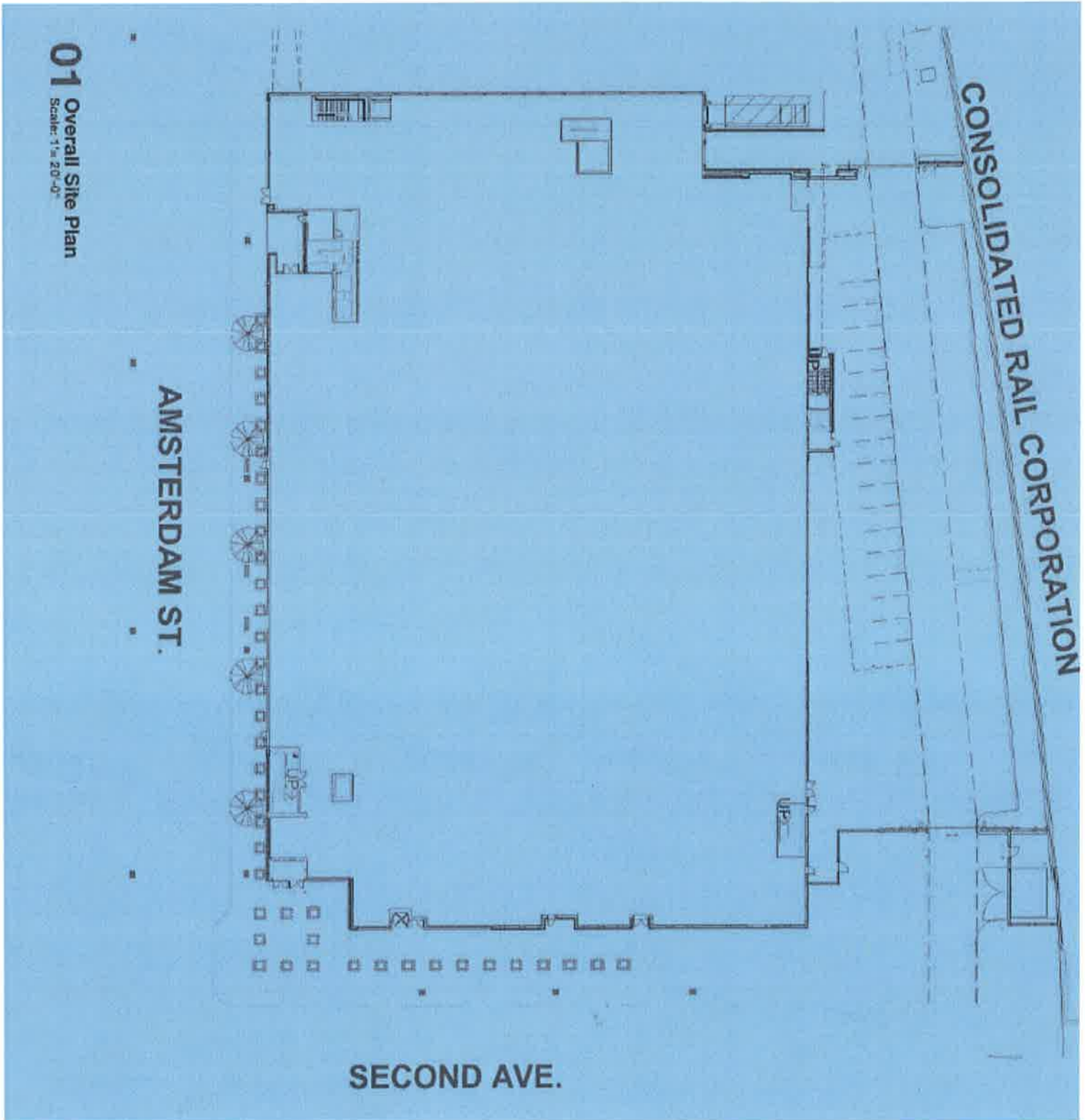
Respectfully Submitted,



Ron Brundidge, Director
Department of Public Works

Copy: Arthur Jemison, Mayor's Office
Linda Vinyard, Mayor's Office
Caitlin Marcon, DPW
Ashok Patel, DPW Traffic Engineering Division

RB/AF/CB







Public Lighting Authority

400 Monroe Street, Suite 485
Detroit, Michigan, 48226
313-324-8291 Phone
313-638-2805 Fax
www.pladetroit.org

OUR MISSION is to improve,
modernize and maintain the
street lighting system in Detroit.

January 14, 2020

The Honorable City Council
1340 Coleman A. Young Municipal Center
Detroit, Michigan 48226

**RE: Detroit Pistons Performance Center
Petition #1169**

Dear Council Members:

The Detroit Pistons are requesting permission to hang approximately 22 banners on Second Avenue and Amsterdam Street to celebrate the Pistons return to the City of Detroit as well as promote the opening of the new Pistons Performance Center.

The Public Lighting Authority has inspected poles and finds them to be structurally sound and is recommending approval for the Detroit Pistons to hang banners on Second Avenue and Amsterdam Street from January 20, 2020 to July 20, 2020.

Respectfully Submitted,

Beau Taylor, Executive Director
Public Lighting Authority

Enclosure: Petition

cc: Council Members
File
PLD



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
ADMINISTRATION DIVISION

48

COLEMAN A. YOUNG MUNICIPAL CENTER
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WWW.DETROITMI.GOV

January 10, 2020

HONORABLE CITY COUNCIL

Re: Resolution to Support the Issuance of Outdoor Cafes on the Livernois Corridor, between Clarita and Eight Mile Road, from April 1, 2020 – November 30, 2020


Construction of the Streetscape has been substantially completed along the Avenue of Fashion, as well the entire Livernois corridor between Clarita and Eight Mile Road. The Department of Public Works (DPW) now seeks to continue supporting the businesses along the corridor by streamlining the process for eating and drinking establishments to obtain permits for outdoor café seating areas, to help ensure that the corridor remains active and bustling.

Presently, each individual business owner must file an independent petition through the City Clerk's office. Subsequent to being routed through all impacted city agencies for review and approval, a resolution is then prepared by DPW/Planning for your Honorable Body's consideration. If Council approves the resolution, only then may the business obtain an Outdoor Café Permit with the Department of Public Works. **On Livernois, this process will currently have to be repeated for every entity that desires to have a seasonal outdoor seating area.**

To streamline the process, the departments of Public Works and Planning are jointly submitting the attached resolution, which if approved by City Council shall serve as legislative authorization for DPW to issue outdoor café permits during the 2020 seasonal period of April 1st through November 30th along this segment of Livernois Avenue.

This resolution acknowledges that restaurants/bars will still be required to request permits for individual outdoor cafés, and that these requests will still be subject to approvals by all applicable city agencies, including DPW, DPD, BSEED, Health, Housing & Revitalization, as well as the Michigan Liquor Commission, if alcohol is to be consumed in the seating area, and Health's Food & Safety Division if outdoor grilling of food is desired. This resolution, if approved by Council, will eliminate steps that will have to be repeated for multiple businesses along the corridor, helping to ensure that all bars and restaurants that desire to have outdoor cafes have approved permits in place in time for the upcoming season.

Respectfully Submitted,


Ron Brundidge, Director
Department of Public Works


Arthur Jemison, Director
Planning, Housing, & Revitalization

Cc: Stephanie Washington, Mayor's Office
Caitlin Marcon, DPW
Oladayo Akinyemi, DPW
Richard Doherty, DPW
Sunny Jacob, DPW

CITY CLERK 2020 JAN 15 PM 2:40



RESOLUTION

BY: COUNCIL MEMBER: _____

WHEREAS, this resolution, if approved by Your Honorable Body, will allow for the Department of Public Works to issues outdoor café permits to eligible restaurants and bars along the Livernois corridor, between Clarita and 8 Mile Road, during the seasonal period of April 1, 2020 through November 30, 2020, and

WHEREAS, this resolution acknowledges the City's objective to support the Livernois business owners desire to make the corridor vibrant and active during the summer seasonal period by streamlining the process for applying for and receiving outdoor café permits, and

WHEREAS, this resolution shall not serve as final authorization for businesses to construct outdoor cafes, and acknowledges that individual requests for permits will still have to be made to the Department of Public Works and require city review and approvals from all applicable agencies, including Public Works, DPD, Fire, Health, HRD, BSEED, and the Michigan Liquor Commission, where applicable

AND BE IT FURTHER RESOLVED that the City Council hereby expresses its support of this streamlined process for the issuance of outdoor café permits along the Livernois corridor, between Clarita and 8 Mile Road, by authorizing this resolution.



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MEMORANDUM

TO: Angelica Jones, Director, DDOT
FROM: Scott Benson, City Council District 3

CC: Hon. Janice Winfrey, City Clerk
Stephanie Washington, City Council Liaison

THRU: Council President Brenda Jones

DATE: 16 January 2020

RE: DDOT LOW FARE REPORT

In the DDOT Low Income Fare Analysis Final Report dtd. 19 Nov 2019, the executive summary gives a recommendation to not incorporate a low income fare due to projected revenue losses from \$3.5M - \$10M, unless a dedicated revenue stream or fare increase is implemented. Please provide the following:

1. Proposed amounts of dedicated revenue streams to make up for lost revenue based upon the report's low income fare scenarios.
2. Proposed fare increases to offset any revenues lost based upon all of the report's low income fare scenarios.
3. Proposed sources for the above revenue streams. I.e. General Fund, millage, philanthropic sources, etc.

Please provide your responses by 1 Feb 2020. Do not hesitate to reach out to my office at 313-224-1198 with any questions.

SRB