

# Southgate City Council Agenda

## Council Chambers

14400 Dix-Toledo Rd., Southgate, Michigan 48195

Wednesday October 20, 2021

WEB MEETING @ <https://us02web.zoom.us/j/87499630819>

CALL-IN @ + 1-312-626-6799 Passcode:87499630819#

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### 6:30pm **Work Study Session**

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1. Officials Reports
2. Discussion of Agenda Items
3. Proposed Residential Exterior Inspection Upon Transfer -Revision

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### 7:00 pm **Regular Meeting**

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#### *Pledge of Allegiance*

**Roll Call:** Colovos, Farrah, George, Graziani, Rauch, Rollet, Zamecki.

**Minutes:**

1. Work Study Session Minutes dated October 6, 2021
2. Regular City Council Meeting Minutes dated October 6, 2021

**Scheduled Persons in the Audience:**

**Consideration of Bids:**

**Scheduled Hearings:**

**Communications "A" –**

1. Memo from DPS Director; Re: Resolution Request – Annual Permits
  - a. A-22154 Special Events
  - b. A-22124 Pavement Restoration
  - c. A-22069 Annual Maintenance
2. Letter from Mayor, Re: Purchase of Used Scissor Lift – Recreation – **WAIVER OF BID**
3. Letter from City Administrator to retain Garan Lucow Miller P.C.

**Communications "B" – (Receive and File)**

**Ordinances:**

**Old Business:**

**New Business:**

**Unscheduled Persons in the Audience:**

**Claims & Accounts: Warrant #1435 \$2,040,640.34**

**Adjournment:**

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**Janice M. Ferencz. City Clerk**

City Council

## Work Study Session

October 6, 2021

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An Informal Meeting of the Council of the City of Southgate was held on October 6, 2021 at 6:30 P.M.  
*(Due to the Covid-19 virus, this meeting was via Zoom pursuant to our Local State of Emergency to co-inside with Wayne County.*

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Present: Bill Colovos (Southgate), John Graziani (Southgate), Mark Farrah (Southgate), Phil Rauch (Southgate), Chris Rollet (Southgate), Dale Zamecki (Southgate)

Absent: \*Karen George, \*excused

Also Present: Mayor Joseph G. Kuspa, City Administrator Dustin Lent, City Attorney Brandon Fournier, Assistant City Administrator/Finance Director David Angileri, City Clerk Janice Ferencz, City Engineer John Hennessey, Public Safety Director Joseph Marsh, Police Chief Mark Mydlarz, Fire Chief Marc Hatfield, Acting DPS Director Kevin Anderson, Building Inspections Director Tim Leach, Julie Goddard Recreation Director

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Discussed the following agenda items:

- Boy Scout Troop 1783 wreath Sales Nov 26-28, Dec 3-5, 2021
- Roof Replacement for DPW
- Working in Unification to Support Legislative Redistricting
- Resolution to Manage Flood Plain Development
- Ordinance update Chapter 1464 – Flood Plain Management
- David Kowalsky letter
- Exterior Inspection Ordinance discussion

This meeting ended at 7:00 pm.

# City of Southgate

## Regular City Council Meeting

### October 6, 2021

A Regular Meeting of the Council of the City of Southgate was held on Wednesday, October 6, 2021 and was called to order at 7:00 PM by Council President John Graziani (**DUE TO COVID-19 VIRUS, THIS MEETING WAS HELD VIA ZOOM, PURSUANT TO WAYNE COUNTY AND LOCAL STATE OF EMERGENCY.**)

This meeting began with the Pledge of Allegiance, followed by roll call.

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Present: Bill Colovos (Southgate), Mark Farrah (Southgate), John Graziani (Southgate), Phil Rauch (Southgate), Chris Rollet (Southgate), Dale Zamecki (Southgate)

Absent: \*Karen George, \*excused

Also Present: Mayor Joseph G. Kuspa, City Administrator Dustin Lent, City Attorney Brandon Fournier, Assistant City Administrator/Finance Director David Angileri, City Clerk Janice Ferencz, City Engineer John Hennessey, Public Safety Director Joe Marsh, Police Chief Mark Mydlarz, Fire Chief Marc Hatfield, Acting DPS Director Kevin Anderson, Building Inspections Director Tim Leach and Julie Goddard Recreation Director.

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#### **Minutes:**

Moved by Colovos, supported Zamecki, RESOLVED, that the minutes of the City Council Work Study Session dated September 15, 2021 be approved as presented. Carried unanimously.

Moved by Rollet, supported by Farrah, RESOLVED, that the minutes of the Regular City Council Meeting dated September 15, 2021 be approved as presented. Carried unanimously.

#### **Scheduled Persons in the Audience:**

1. Boy Scout Troop 1783; Re: Wreath Sales Nov 26-28 and Dec 3-5, 2021 moved by Zamecki; supported by Colovos, RESOLVED THAT the Southgate City Council hereby waives any permit fees and grants permission for Boy Scout Troop 1783 to hold their annual wreath sales at the Southgate Shopping Center the weekends of November 26-28 and December 3-5, 2021.

Motion carried unanimously.

#### **Consideration of Bids:**

1. Letter from Mayor: Roof Replacement at the DPW moved by Farrah, supported by Rauch, RESOLVED THAT the Southgate City Council hereby awards the bid for roof replacement at the DPW to Royal Roofing (2445 Brown Road, Lake Orion, MI 48359) in the amount of \$874,850 with a 10% contingency of \$87,485 for a total cost of \$962,335.

Motion carried unanimously.

# Regular City Council Meeting

## October 6, 2021

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### Communications "A":

1. Resolution; Working in Unification to Support Legislative Redistricting moved by Zamecki, supported by Colovos, RESOLVED THAT the Southgate City Council hereby authorizes the following joint resolution for Working in Unification to Support Legislative Redistricting:

#### **JOINT RESOLUTION**

of the Downriver Community Conference Board of Directors  
and the Southern Wayne County Regional Chamber

#### **WORKING IN UNIFICATION TO SUPPORT LEGISLATIVE REDISTRICTING**

- WHEREAS, The City of Southgate, a member of the Downriver Community Conference (DCC), a consortium of twenty Downriver communities in Wayne County whose total population exceeds 500,000, has joined in an effort to improve local government and enhance the quality of life for area residents through municipal cooperation; and
- WHEREAS, the Southern Wayne County Regional Chamber (SWCRC), representing 21 communities in most of the same DCC area, works in cooperation with DCC on legislation that affects this entire region; and
- WHEREAS, the City of Southgate, DCC & SWCRC have been working together as a united voice to get our regional economy restarted and on track while protecting the health and safety of our citizens. In addition to our representatives in Lansing and Washington working to provide critical resources for our region, we will need to focus on strong and effective initiatives to encompass the 'whole' of our area; and
- WHEREAS, we share common bonds linked to public policy issues or identities that may be affected by legislation; likely to result in a desire to share a united regional congressional district, and equally established state legislative districts within the region in order to secure more effective representation; and
- WHEREAS, the Downriver Mutual Aid (DMA) was created more than 50 years ago, in 1967, in order to formalize the cooperative relationships that already existed between and among police and fire departments throughout the region, for Public Safety. DCC serves as the Administrator for DMA.
- For generations, communities had assisted each other when a neighbor called for help; providing backup when police officers were stretched thin during a crisis or sending additional firefighters to battle blazes that threatened a community. But with the creation of the DMA, that help grew to include a number of more sophisticated services that no single department or city could offer, such as creating a regional SWAT Team, a Crisis Negotiations Team, an Underwater Search & Recovery Team (Dive Team), Drug Enforcement Team, the Downriver Auto Theft Team (DRATT) and a Uniformed Police Task Force. Other efforts of DMA include DMA 911 and Radio Communication Services; and
- WHEREAS, DCC and SWCRC share historical economic interests associated with a contiguous area on a map, together representing communities along the Detroit River from River Rouge and along the southeastern border to Rockwood, and westerly from Dearborn, Huron Township, Van Buren Township, and Belleville down to the Wayne/Monroe County line; the City of Southgate located at the heart of the DCC and

# Regular City Council Meeting

## October 6, 2021

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DCC-SWCRC Joint Resolution

### WORKING IN UNIFICATION TO SUPPORT CONGRESSIONAL REDISTRICTING

WHEREAS, Congressional and state legislative district boundaries must be drawn according to existing municipal boundaries, and shall not divide municipalities and their constituents into separate districts of representation; and

WHEREAS, it is our priority, along with the unification of Downriver and the 21 Southern Wayne County communities into one congressional district, to support efforts to re-align/redistrict our area to the strength of bringing all these communities together to benefit the region as a whole.

NOW THEREFORE BE IT RESOLVED, that the City of Southgate, working in unification with the DCC Board of Directors and the SWCRC, supports the Congressional Redistricting to encompass this region with the same representation.

### CERTIFICATION

The undersigned duly qualified Mayor of the City of Southgate certifies that the foregoing is a true and correct copy of a resolution legally adopted at a meeting of the Southgate City Council on October 6, 2021.

Joseph G. Kuspa, Mayor: \_\_\_\_\_

Motion carried unanimously.

2. Memo from Administrator; Re: Resolution to Manage Flood Plain Development moved by Zamecki, supported by Farrah, RESOLVED THAT the Southgate City Council hereby authorizes the Mayor and City Clerk to sign the resolution enabling the City of Southgate to continue participating in the National Flood Insurance Program through the Federal Emergency Management Agency (FEMA).

Motion carried unanimously.

### Ordinances:

1. Memo from Administrator; Re: Update Ordinance Chapter 1464 – Flood Plain Management moved by Farrah, supported by Zamecki, RESOLVED THAT the Southgate City Council hereby waives the first reading and give the second reading to adopt an ordinance to amend the City of Southgate Codified Ordinances to update Chapter 1464 – Flood Plain Management. This Ordinance will be otherwise known at Ordinance no. 1023.

Motion carried unanimously.

## Regular City Council Meeting

### October 6, 2021

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#### **New Business:**

1. Discussion took place on the September 27, 2021 letter from David Kowalsky.
2. Discussion took place on cleaning up the language of the Exterior Inspection Ordinance.

#### **Claims and Accounts:**

Moved by Farrah, supported by Zamecki, RESOLVED, that Claims and Accounts be paid as outlined on Warrant #1434 in the amount of \$4,341,674.64.

Motion carried unanimously.

#### **Adjournment:**

Moved by Colovos, supported by Rauch, RESOLVED THAT this Regular Meeting of the Southgate City Council be adjourned at 7:59 P.M. Carried unanimously.

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John Graziani  
Council President

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Janice M. Ferencz  
City Clerk

## PART FOURTEEN– BUILDING AND HOUSING CODE

### TITLE SIX- Miscellaneous Building Regulations

#### Chapter 1468 RESIDENTIAL EXTERIOR INSPECTION UPON TRANSFER

##### 1468.01- Purpose.

The purpose of this article is to help protect the health, safety and welfare of the citizens by attempting to prevent blight, avoid the creation and maintenance of a nuisance (section 660) and insure minimum maintenance of dwellings through recognition of how the conditions set forth in this article can affect the general well-being and property values of residents.

##### 1468.02- Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Accessory use* means a garage, shed, pool, gazebo, pigeon coop, doghouse, playhouse, or similar use.

*Certificate of occupancy* means a certificate issued by the building department which certifies that a preliminary inspection by the building department has been conducted and that the dwelling meets the minimum standards required to permit the transfer of a one- or two-family dwelling, as best as can be determined. A current certificate of occupancy is a certificate which has been applied for not more than 30 days before a unit covered by this article is listed for sale, and received prior to the date of transfer.

*Dwelling* means a one- or two-family residential structure and accessory uses located in the city, or any individual family unit cooperatively owned but individually occupied pursuant to a trust, common tenancy or stock ownership in accordance with sections 99 through 109 of Public Act No. 327 of 1931 (MCL 450.99—450.104).

*Inspection Report* means the compiled finding from the inspector which shall include all known requirements to issue a certificate of occupancy. The Inspection Report shall have an itemized list of any identified violations of the International Property Maintenance Code, State of Michigan Building Code and Local Code.

*New dwelling* means a one- or two-family dwelling unit which has never been occupied.

*Nuisances* see chapter 660

*Owner* shall mean any person, corporation, DBA, or any other legal entity who, alone or jointly or severally with others:

- (1) Shall have legal title to any dwelling or dwelling unit, with or without accompanying actual possession thereof; or

(2) Shall have charge, possession or control of any dwelling or dwelling unit, as owner or agent of the owner, or as executor, administrator, trustee or guardian of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this article, and of rules and regulations adopted pursuant thereto, to the same extent as if he were the owner.

*Transfer* means the sale or conveyance of title to another for consideration, or the execution of a land contract, the exercise of an option to purchase a dwelling, or, in the case of a cooperative, the change of occupancy in conjunction with a transfer of an interest. A conveyance by lease, gift, devise, or lien foreclosure is not included in this definition. A transfer subject to the terms of a purchase agreement entered into prior to the effective date of this article, is not included in this definition.

Whenever the words "dwelling," "dwelling unit," or "premises," are used in this article, they shall be construed as though they were followed by the words "or any part thereof."

#### **1468.03 - Conflict with other ordinances and laws.**

When a provision of this article is found to be in conflict with a provision of any state statute or any zoning, building, fire, safety or health ordinance or code of the city, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail. If a provision of this article is found to be in conflict with a provision of a state statute or any other ordinance or code of the city which establishes a lower standard for the promotion and protection of the health and safety of the people, the provisions of this article shall be deemed to prevail.

#### **1468.04- Right of entry, access.**

(a) The building department director or his/her designee is hereby authorized and directed to make exterior inspections to determine the conditions of dwellings, dwelling units and premises, located within the city, in order that they may perform their duty of safeguarding the health and safety of the occupants of dwellings and of the general public. For the purpose of making such inspections, the building department director or his/her designee, is hereby authorized to examine and survey at any reasonable time all exterior dwellings, dwelling units, and premises. The owner or occupant of every dwelling, dwelling unit, or the person in charge thereof, shall give free access to the areas of the exterior premises, including spaces which are enclosed by fencing or other screening described above, at any reasonable time, for the purpose of such exterior inspection, examination and survey.

(b) Every occupant of a dwelling or dwelling unit shall give the owner thereof, or his agent or employee, access to remedy any violation to its exterior premises, including spaces which are enclosed by fencing or other screening described above at any reasonable time, for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this article or with any lawful rule or regulation adopted or any lawful order issued pursuant to the provisions of this article.

#### **1468.05- Exterior Inspection and occupancy requirements.**

(a) It shall be unlawful for anyone, including, but not limited to, the owner, attorney, representative, lending institution, title company, real-estate firm, broker, or salesman to assist in



consummating a sale, transfer, or other transaction involving real property in the city regardless of where the closing of the sale occurs, without first presenting the purchaser with a copy of an inspection report or certificate of occupancy issued by the building department within six months prior to the date of such sale or transfer.

(b) If the real property is sold without a certificate of occupancy then the purchaser must sign a preoccupancy agreement agreeing to correct all violations shown on the inspection report within six months of the date of the preoccupancy agreement. Preoccupancy agreements may be used for closing purposes only and do not allow occupancy of the premises. The purchaser may assume the responsibility of correcting violations by executing a notarized affidavit to this effect and submitting the affidavit to the building department.

(c) This section does not apply to the individual transfer of property through inheritance where no bona fide sale is intended and the property is occupied by the person or persons receiving the inheritance.

(d) It shall be unlawful for any person to occupy or reoccupy or for any owner or agent thereof to permit the occupation or reoccupation of any building or addition thereto, or part thereof, for any purpose, until occupancy has been approved by the building department.

(1) A certificate of occupancy is issued when all violations noted on the inspection report issued by the building department have been corrected and required repairs have been made. These requirements shall include, but are not limited to compliance with the International Property Maintenance Code and that the structure is in full compliance with all local codes. Purchasers must rely solely upon the representations and disclosures made by the seller, their own judgment and experience, and the advice of consultants and advisors of their own selection. Purchasers may not rely upon the city's inspection and reports to represent a full and comprehensive itemization of defects or assume that a certificate of review means that the structure is in full compliance with all local codes.

(2) Escrow Agreement in the event an owner, prospective purchaser, or transferee requests that occupancy be permitted prior to correction of all violations noted on the inspection report, and if the absence of such complete conformance does not, in the judgment of the building department, constitute material health or safety hazards, a conditional occupancy agreement may be issued upon the condition that complete conformance be achieved within a reasonable time specified by the residential services department, but in not more than 90 days. The building department may grant a one-time extension of an additional 90 days for good cause; an extension may be granted only for owner-occupied property.

(e) Non-owner occupied residential property, or portions thereof, shall be inspected and a new certificate of occupancy obtained every three years, or upon change in ownership or tenancy.  
(1422.03e)

#### **1468.06- Disclaimer of liability.**

(a) A certificate of occupancy is not a warranty or guarantee that there are no defects in the dwelling and the city shall not be held responsible for hidden or latent defects, or those not noted in the inspection report.

(b) This inspection of the land use and exterior posture of the structure is limited to visual inspection only. The city does not guarantee or approve by inference any latent, structural, or mechanical defects therein, or such items that are not apparent by visual inspection.

(c) The city shall not assume any liability to any person by reason of the inspections required by this article or the code adopted in this article or the issuance of a certificate of review or a certificate of occupancy.

(d) This inspection is solely for the purpose of permitting the city to continually assess the condition of the city's housing stock, to monitor compliance with the building code (1420), and to encourage owners to improve their properties. Purchasers must rely solely upon the representations and disclosures made by the seller, their own judgment and experience, and the advice of consultants and advisors of their own selection. Purchasers may not rely upon the city's inspection and reports to represent a full and comprehensive itemization of defects or assume that a certificate of review means that the structure is in full compliance with all local codes.

#### **1468.06 - Registration; fees.**

Any person intending to transfer a dwelling must first register and make arrangements with the residential inspection department for an inspection of the dwelling, to occur prior to the date of transfer. The fee for the registration and inspection shall be as established by the building department and listed in section 1444.04.

#### **1468.06- Period of validity of inspection report; issuance of certificate of occupancy.**

If a property is inspected and the sale does not occur, the inspection report is valid for a six-month period. If the owner corrects all violations, a certificate of occupancy will be issued.

#### **1468.06- Failure to comply; penalty.**

Violation of this article by any person, firm and/or corporation shall be a misdemeanor punishable as provided under section 1420.99 of this Code. Each day that the violation continues shall constitute a separate and distinct violation. Nothing in this article constitutes a waiver of the city's right to petition the circuit court for the right to take action to prevent occupancy of a property.

#### **1468.07- Appeals**

Any person intending to appeal may do so in accordance with chapter 264 with the Building Code Board of Appeals.



# City of Southgate

DEPARTMENT OF PUBLIC SERVICES

14719 Schafer Court • Southgate, Michigan 48195  
Ph: (734) 258-3079 • Fax: (734) 246-1333

## Memorandum

**To:** The Honorable Mayor and Members of City Council

**From:** Kevin Anderson, Acting DPS Director

**Date:** October 14, 2021

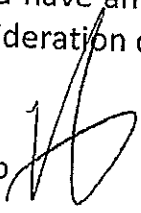
**Re:** Resolution Request:  
Annual Permit for Special Events –A-22154  
Annual Pavement Restoration Permit – A-22124  
Annual Maintenance Permit –A-22069

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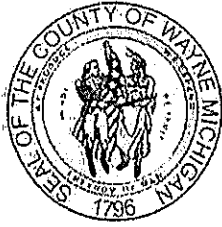
I respectfully request that the City Council pass a blanket resolution of approval for the above listed resolutions which:

- a) agrees to fulfill all permit obligations and conditions for the current year
- b) to the extent allowed by law, indemnifies, hold harmless and defends Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity
- c) designates and authorizes Kevin Anderson, Acting Director of Public Services to sign the permit on behalf of the City of Southgate.

If you have any questions, please contact me. I would appreciate your favorable consideration of this request.

KA/sb 

Enclosure



*Warren C. Evans*  
*County Executive*

October 7, 2021

City of Southgate  
14400 Dix Toledo Road  
Southgate, MI 48195

RE: A-22154

**2022 Annual Permit Package**  
**Wayne County Department of Public Services**  
**Engineering Division – Permit Office**

Attention: Kevin Anderson

Enclosed is your Wayne County Annual Permit for Special Events package. This annual permit grants preliminary authorization to a municipality to

- a) temporarily close a county road for a reasonable length of time for a parade, marathon, festival or similar activity;
- b) to use a county road as a detour for traffic around such activity taking place on a non-county road.
- c) place a temporary banner within the County right-of-way;

In addition to the annual permit, the package also includes the following attachments, which are incorporated by reference into the permit:

- 1. *Annual Special Events Attachment for Municipalities*
- 2. *Banner Attachment for Municipalities*
- 3. *General Conditions and Limitations of Permits*
- 4. *Model Community Resolution*

As a condition of the annual permit, the County requires that a governing body pass a blanket resolution, effective for all permitted road closures for special events and installation of banners planned throughout the year which

- a) agrees to fulfill all permit obligations and conditions for the current year
- b) to the extent allowed by law, hold harmless and defends Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity.
- c) designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf

Additionally, the Permit Office requires that each municipality provide a written request on municipal letterhead at least (10) ten business days prior to the commencement of a road closure and/or banner placement. The written request should include all required information as specified in the appropriate attachments, "Annual Special Events for Municipalities" or "Annual

Department of Public Services – Permit Office

14000 Michigan, Southgate, Wayne, MI 48195 Phone (313) 828-1700 Fax (313) 925-6356



Attachment for Banners". Upon approval, the permit office shall issue a permit authorizing the special event activities.

For additional information on the Annual Permit for Special Events (Road Closure/Detour and Banner Placement), please refer to Rule 11.4 published in the Wayne County, Rules, Specifications & Procedures for Construction Permits.

This publication may be downloaded at

[http://www.waynecounty.com/dps/construction\\_permits.htm](http://www.waynecounty.com/dps/construction_permits.htm)

Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution consistent with the requirements transmitted in this package. Type the name of the designated signer below the signature line and submit these documents to:

**Wayne County Department of Public Services  
Permit Office  
Attn: Anthony Amaro  
33809 Michigan Avenue  
Wayne MI 48184**

Once received, an executed copy will be returned to you for your files.

If you have any questions regarding this Annual Permit, please contact me at 734.858-2768.

Respectfully Submitted,

Randa Saghir  
Administration Management

C: file

Attachments: Annual Permit  
Scope of Work and Conditions for Municipal Maintenance Permits  
Annual Special Events Attachment for Municipalities  
Banner Attachment for Municipalities  
General Conditions and Limitations of Permits  
Indemnity and Insurance Attachment  
Model Community Resolution



PERMIT OFFICE  
33809 MICHIGAN AVE  
WAYNE, MI 48184  
PHONE (734) 595-6504  
FAX (734) 595-6356

72 HOURS BEFORE ANY  
CONSTRUCTION. CALL  
Various Staff  
(734) 595-6504, Ext: 2009  
FOR INSPECTION



WAYNE COUNTY  
DEPARTMENT OF PUBLIC SERVICES  
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No.

**A-22154**

ISSUE DATE

1/1/2022

EXPIRES

12/31/2022

REVIEW No.

WORK ORDER

PROJECT NAME  
SOUTHGATE - SPECIAL EVENTS

LOCATION

VARIOUS

CITY/TWP

SOUTHGATE

PERMIT HOLDER

CITY OF SOUTHGATE  
14400 DIX TOLEDO ROAD  
SOUTHGATE, MI 48195

CONTRACTOR

CONTACT

KEVIN ANDERSON

CONTACT

<BLANK>

DESCRIPTION OF PERMITTED ACTIVITY

(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, [www.missdig.org](http://www.missdig.org))

TO ALLOW TEMPORARY CLOSURE OF CERTAIN LOCAL AND COUNTY ROADS FOR A SPECIFIED PERIOD OF TIME IN ACCORDANCE WITH ALL GENERAL AND SPECIAL CONDITIONS OF THIS PERMIT.

REFER TO ATTACHEMENT: ANNUAL SPECIAL EVENTS PERMIT FOR MUNICIPALITIES TO CONDUCT PARADES, BLOCK PARTIES, MARATHONS, CELEBRATIONS AND FESTIVALS.

PERMIT TO INSTALL BANNERS WITHIN THE COUNTY ROAD RIGHT-OF-WAY. EACH REQUEST FOR A BANNER SHOULD BE SUBMITTED ONE MONTH PRIOR TO INSTALLMENT FOR APPROVAL.  
PLEASE REFER TO ATTACHMENT: ANNUAL PERMIT FOR MUNICIPAL BANNERS

PERMIT HOLDER SHOULD CONTACT/INFORM THE LOCAL POLICE, HOSPITAL, FIRE MARSHAL, SCHOOL AND ANY OTHER LOCAL AGENCIES ARE/MAY BE AFFECTED BY THIS ROAD CLOSURE THREE (3) BUSINESS DAYS PRIOR TO SCHEDULED CLOSURE.

THE PERMIT HOLDER SHOULD CONTACT THE WAYNE COUNTY TRAFFIC OFFICE AT (734) 955-2154 THREE (3) WORKING DAYS PRIOR TO ANY CLOSURE.

THE CONTRACTOR/PERMIT HOLDER WILL SET UP AND MAINTAIN ALL BARRICADING AND SIGNS IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ([HTTP://MUTCD.FHWA.DOT.GOV](http://MUTCD.FHWA.DOT.GOV)) AND WILL BE THE RESPONSIBILITY OF THE PERMIT HOLDER.

ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

| FINANCIAL SUMMARY  |          | DEPOSITOR                  | APPROVED PLANS PREPARED BY                                                                                             |
|--------------------|----------|----------------------------|------------------------------------------------------------------------------------------------------------------------|
| PERMIT FEE         | \$0.00   |                            | PLANS APPROVED BY                                                                                                      |
| PLAN REVIEW FEE    | \$0.00   |                            | DATE PLANS APPROVED                                                                                                    |
| PARK FEE           | \$0.00   |                            | 1/1/2022                                                                                                               |
| OTHER FEE          | \$0.00   |                            |                                                                                                                        |
| BOND               | \$0.00   |                            |                                                                                                                        |
| INSPECTION DEPOSIT | \$0.00   | LETTER OF CREDIT DEPOSITOR | REQUIRED ATTACHMENTS                                                                                                   |
| OTHER BOND         | \$0.00   |                            | GENERAL CONDITIONS                                                                                                     |
| TOTAL COSTS        | \$0.00   |                            | ANNUAL ROAD SPECIAL EVENTS FOR MUNICIPALITIES                                                                          |
|                    |          |                            | ANNUAL BANNER PERMIT ATTACHMENT FOR MUNICIPALITIES                                                                     |
|                    |          |                            | SAMPLE COMMUNITY RESOLUTION                                                                                            |
|                    |          |                            | RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT                                     |
|                    |          |                            | <a href="http://www.waynecounty.com/dps_engineering_cpoffice.htm">www.waynecounty.com/dps_engineering_cpoffice.htm</a> |
| TOTAL CHECK AMOUNT | \$0.00   |                            |                                                                                                                        |
| CASHIER            | DATE     |                            |                                                                                                                        |
|                    | 1/1/2022 |                            |                                                                                                                        |

(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

KEVIN ANDERSON  
PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

<BLANK>  
CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY

DATE



**Wayne County Department of Public Services  
Engineering Division – Permit Office**

**Annual Special Events for Municipalities  
Road Closure/Detour Guidelines**

An Annual Permit granting permission to temporarily close a County road for a reasonable length of time for a parade, marathon, celebration, festival or similar activity, or to use a County road as a detour for traffic around such activity taking place on a non-County road may be issued by the Permit Office to a governing body of a city, incorporated village or township.

A permit, granting authorization to close County roads and to set detours over County roads may be issued if an annual Special Events Permit was previously executed with an associated blanket resolution. For each event, the Permit Holder shall submit a written request at least ten (10) business days prior to the commencement of a road closure. Each request shall be submitted on municipal letterhead and include the following information:

- a) The nature of the activity for which the permit is requested;
- b) The dates and times it is proposed to close and reopen the County road to traffic;
- c) The roads and/or portions of roads to be closed;
- d) The proposed detour route or routes, including a map if necessary to clearly describe the proposed detour.

The written request shall be sent to the following offices:

Wayne County Permit Office  
33809 Michigan Ave  
Wayne MI 48184

Wayne County Division of Roads  
Traffic Operations Office  
29900 Goddard Road  
Romulus MI 48242

Upon approval of the request, a permit will be issued authorizing the special event activities.

**Permit Conditions:**

1. All roads temporarily closed under the permit shall be County local roads, as certified under Act 51, P.A. 1951, with residential frontage exclusive of section line (mile roads), quarter section line (collector roads) and border line roads.
2. Road closures authorized under the permit shall not be for the purpose of allowing private commercial activities such as advertising or the sale of goods, wares or produce.
3. The Permit Holder, at no expense to the County, shall provide any necessary police supervision.
4. Road closures authorized under the permit shall not have the effect of depriving property which is not adjacent to the section of road being closed from continuous uninterrupted access to the main public road system.
5. The closure or partial closure of the road and any detour route selected shall allow alternative routes for the reasonably safe and convenient movement of traffic.
6. Road closures authorized by the permit shall not exceed the approved duration, generally between 24 and 72 hours.
7. The Permit Holder shall, at no expense to the County, install, maintain and remove all traffic control devices required for the temporary road closure and detour routes.
8. All traffic control devices installed in conjunction with the road closure or partial closure and any detour route shall conform to the provisions of the current MMUTCD.
9. The Permit Holder shall, at its sole expense, immediately following conclusion of the permitted activity clean up and remove any litter, debris, refuse, etc., placed or left in the right-of-way as a result of the permitted activity. In the event that the Permit Holder fails to clean up as required, causing Wayne County to do the cleanup work, the Permit Holder shall reimburse Wayne County any costs incurred to restore the right-of-way.
10. The Permit Holder acknowledges that the County may, at its sole discretion, deny any road closure proposed under the permit.





**Wayne County Department of Public Services  
Engineering Division – Permit Office  
Banner Attachment for Municipalities  
Guidelines**

Pursuant to MCL §247.323, a permit for installation of any banner to be placed within or over County road right-of-way may be issued to a governing body of a city, incorporated village or township. Commercial signs shall not be permitted within the right-of-way of any road under the jurisdiction of the Wayne County.

A permit, authorizing the placement of banners within the County right-of-way may be issued if an annual Special Events Permit was previously executed with an associated blanket resolution. For each event, the Permit Holder shall submit a written request at least ten (10) business days prior to the placement of banner(s). Each request shall be submitted on municipal letterhead and include the following information:

- a) The activity in connection with which the banner is to be placed;
- b) The location of the proposed installation, including distance to overhead traffic control devices;
- c) A description of the banner, including any legend or symbol thereon;
- d) The height of any overhead banner from the road surface to its lowest point;
- e) The dates the banner will be erected and removed. This period shall not exceed a time specified by the Permit Office. An acceptable period of time for banners to be in place is a total of three (3) weeks, except for Holiday decorations which may be in place for eight (8) weeks;
- f) Such other information as the Permit Office may deem necessary.

Upon approval of the request, a permit will be issued authorizing the special event activities.

**Design & Placement Requirements**

- a) Any banner shall be designed, installed and located so as to avoid danger to those using the road or undue interference with the free movement of traffic or maintenance operations.
- b) Any banner shall be securely fastened so as to have a minimum bottom height of 18 feet above the surface of the traveled way, shall be placed no closer than 100 feet in advance of flashing beacons or traffic control signals and shall be placed so as to not obstruct a clear view of traffic lights, signals or other traffic control devices.
- c) Banners shall not be attached to trees.
- d) No banner shall have displayed thereon any legend or symbol which may in any way be construed to advertise or otherwise promote the sale of or publicize any merchandise or commodity, or which may be construed to be political in nature.
- e) No banner shall have displayed thereon any device that is or purports to be an imitation of, resembles or may be mistaken for a traffic control device or which attempts to direct the movement of traffic.
- f) No banner shall be above ground figures, signs or other structures, objects or devices whether lit or unlit.
- g) Decorations shall not include flashing lights, reflective materials or other devices that may distract motorists.

**Permit Conditions**

- a) Any authorization may be revoked by the Permit Office if the banner placement becomes dangerous to those using the road or unduly interferes with the free movement of traffic or maintenance operations.
- b) The city, village or township making application shall faithfully fulfill all permit requirements.

An addendum authorization may be revoked by the Permit Office upon failure to comply with any permit conditions.



**Wayne County Department of Public Services  
Engineering Division – Permit Office  
Conditions & Limitations of Permits**

**Plan Approval and Specifications:** All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDOT Standard Specifications for Construction*, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

**Fees:** The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

**Bond:** The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

**Insurance:** The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

**Indemnification / Hold Harmless:** Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.
2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

**Permit on Site:** The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

**Notification for Start and Completion of Work:** The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

**Safety:** The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current *Manual on Uniform Traffic Control Devices (MUTCD)*. The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

**Underground Utilities:** The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDISQ or reported on appropriate release forms for underground storage tanks.

**Assignability:** The permit is neither transferable nor assignable without the written consent of the County.

**Limitation of Permit:** The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

**Access of Other Vehicles:** The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

**Restoration:** The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

**Acceptance:** Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

**Permit Expiration and Extension of Time:** All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

**Responsibility:** The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

**Revocation:** The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

**Violation:** The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

**Inspection and Testing of Materials:** Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current *MDOT Standard Specifications for Construction* as modified by *Wayne County Special Provisions, Standard Plans for Permit Construction* and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

**Design:** The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

**Drainage:** Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

**Permit Holder Compliance:** The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the *WCDPS Rules, Specifications and Procedures for Construction Permits*. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.

**MODEL COMMUNITY RESOLUTION  
AUTHORIZING EXECUTION OF  
WAYNE COUNTY PERMITS**

Resolution No. \_\_\_\_\_

At a Regular Meeting of the \_\_\_\_\_ (Name of  
Community Governing Board) on \_\_\_\_\_ (date), the following  
resolution was offered:

**WHEREAS**, the \_\_\_\_\_ (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs, annual maintenance work, and for other purposes on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

**WHEREAS**, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits and regulates such activities noted above and related temporary road closures;

**NOW THEREFORE, BE IT RESOLVED**, in consideration of the County granting such permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary

signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

**BE IT FURTHER RESOLVED**, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

| Name  | Title |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the \_\_\_\_\_  
(name of Community), County of Wayne, Michigan, on \_\_\_\_\_.



*Warren C. Evans*  
*County Executive*

October 6, 2021

City of Southgate  
14400 Dix Toledo Road  
Southgate, MI 48195

**RE: A-22124**  
**2022 Annual Permit Package**  
**Wayne County Department of Public Services**  
**Engineering Division – Permit Office**

Attention: Kevin Anderson

Enclosed is your Wayne County Annual Pavement Restoration Permit package. The Annual Permit authorizes your company to occupy Wayne County road rights-of-way for the purpose of pavement repair and restoration.

In addition to the Annual Permit, the package also includes the following attachments, which are incorporated by reference into the permit:

1. *General Conditions and Limitations of Permits*
2. *Indemnity and Insurance Attachment*
3. *Model Community Resolution*

Please review the insurance attachment carefully, since the insurance requirements have been recently updated.

The WCDPS Permit Office has published its manual, *Rules, Specifications and Procedures for Permit Construction*. This manual replaces the Permit Specifications document which was attached to annual permits in previous years. The manual is also incorporated by reference into this annual permit and is available online at:

[http://www.waynecounty.com/dps/construction\\_permits.htm](http://www.waynecounty.com/dps/construction_permits.htm)

In particular, refer to Section 6, "Restoration" and Section 7, "Maintaining Traffic and Traffic Control Devices" for specific rules and specifications regarding pavement restoration work. Additionally, refer to Wayne County Standards of Permit Construction, numbered: PR-1, PR-2, PR-3, PR-4 and PR-5 for detailed specifications on pavement repair and patching. These standards are also available online at the above web address.

As an additional condition of this annual permit, the Permit Holder agrees to provide at least 72 hours prior notice before starting any construction. Each notice shall be sent to the Permit Office at the address shown below and shall include the location and date of the proposed work along with a detailed set of construction plans.

Department of Public Services – Permit Office  
33809 Michigan Avenue, Wayne, MI 48184 ■ Phone (734) 858-2774 ■ Fax (734) 595-6356



For each restoration project, plan review and inspection costs, including overtime, supervision, materials testing and emergency work (if required) will be billed to the Permit Holder on a monthly basis.

Please return the original permit, signed and dated by an authorized signatory, confirming that the signer's name is typed below the signature line and submit these documents to:

**Wayne County Department of Public Services  
Permit Office  
Attn: Anthony Amaro  
33809 Michigan Avenue  
Wayne MI 48184**

Once received, I will validate your permit and return an executed copy to you for your files.

If you have any questions regarding this Annual Permit, please contact me at 734.858-2768

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Randa H. Saghir".

Randa Saghir  
Administration Management

C: file

Attachments: Annual Permit  
Scope of Work and Conditions for Municipal Maintenance Permits  
Annual Special Events Attachment for Municipalities  
Banner Attachment for Municipalities  
General Conditions and Limitations of Permits  
Indemnity and Insurance Attachment  
Model Community Resolution

|                                                                                                             |
|-------------------------------------------------------------------------------------------------------------|
| <b>PERMIT OFFICE</b><br>33809 MICHIGAN AVE<br>WAYNE, MI 48184<br>PHONE (734) 595-6504<br>FAX (734) 595-6356 |
| 72 HOURS BEFORE ANY<br>CONSTRUCTION. CALL<br>Various Staff<br>(734) 595-6504, Ext: 2009<br>FOR INSPECTION   |



**WAYNE COUNTY**  
**DEPARTMENT OF PUBLIC SERVICES**  
**PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN**

|                               |                              |
|-------------------------------|------------------------------|
| PERMIT No.<br><b>A-22124</b>  |                              |
| ISSUE DATE<br><b>1/1/2022</b> | EXPIRES<br><b>12/31/2022</b> |
| REVIEW No.                    | WORK ORDER<br><b>79364</b>   |

PROJECT NAME  
 SOUTHGATE - PAVEMENT RESTORATION

LOCATION  
 VARIOUS

CITY/TWP  
 SOUTHGATE

PERMIT HOLDER  
 CITY OF SOUTHGATE  
 14400 DIX TOLEDO ROAD  
 SOUTHGATE, MI 48195

CONTRACTOR  
 CITY OF SOUTHGATE  
 14400 DIX TOLEDO ROAD  
 SOUTHGATE MI 48195

CONTACT  
 KEVIN ANDERSON

CONTACT  
 ROBERT TARABULA (734) 258-3078

DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO REPLACE AND REPAIR PAVEMENT CUTS DUE TO UTILITY REPAIRS WITHIN THE RIGHT-OF-WAY OF VARIOUS ROADS IN WAYNE COUNTY IN ACCORDANCE WITH THE WAYNE COUNTY RULES, SPECIFICATIONS AND PROCEDURES MANUAL & WAYNE COUNTY STANDARD PLANS FOR PERMIT CONSTRUCTION.

AT LEAST 72 HOURS PRIOR TO CONSTRUCTION, THE PERMIT HOLDER SHALL SUBMIT WRITTEN NOTICE OF CONSTRUCTION, INCLUDING THE LOCATION AND DATE OF THE WORK ALONG WITH CONSTRUCTION PLANS TO THE PERMIT OFFICE FOR APPROVAL.

THE FINAL AREA OF ANY PAVEMENT TO BE REPLACED AND/OR OVERLAID SHALL BE DETERMINED AND MARKED OUT BY THE COUNTY.

FOR EACH PROJECT, ALL ACTUAL PLAN REVIEW AND INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIALS AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED TO THE PERMIT HOLDER ON A MONTHLY BASIS.

ANY ROAD CLOSURE SHALL BE IN COMPLIANCE WITH THE MICHIGAN MANUAL OF TRAFFIC CONTROL DEVICES.  
[HTTP://MUTCD.FHWA.DOT.GOV](http://MUTCD.FHWA.DOT.GOV)

THE ATTACHMENTS LISTED BELOW ARE INCORPORATED BY REFERENCE AS PART OF THE CONDITIONS OF THIS PERMIT..

|                                                                                                                                                                                                                                                   |                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>FINANCIAL SUMMARY</b><br>PERMIT FEE ..... \$0.00<br>PLAN REVIEW FEE..... \$0.00<br>PARK FEE ..... \$0.00<br>OTHER FEE..... \$0.00<br>BOND..... \$0.00<br>INSPECTION DEPOSIT..... \$0.00<br>OTHER BOND ..... \$0.00<br>TOTAL COSTS ..... \$0.00 | <b>DEPOSITOR</b><br><br>LETTER OF CREDIT DEPOSITOR | <b>APPROVED PLANS PREPARED BY</b><br><br>PLANS APPROVED BY DATE PLANS APPROVED<br>1/1/2022<br><br><b>REQUIRED ATTACHMENTS</b><br>GENERAL CONDITIONS<br><br>INDEMNITY AND INSURANCE ATTACHMENT<br>RULES, SPECIFICATIONS AND PROCEDURES<br>FOR PERMIT CONSTRUCTION - AVAILABLE<br>ONLINE AT<br><br><a href="http://www.waynecounty.com/dps_engineering_cpoffice.htm">www.waynecounty.com/dps_engineering_cpoffice.htm</a> |
| TOTAL CHECK AMOUNT \$0.00<br>CASHIER DATE<br>1/1/2022                                                                                                                                                                                             |                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                         |

(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)  
 In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

**WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES**

KEVIN ANDERSON  
 PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

ROBERT TARABULA  
 CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY

DATE



## Wayne County Department of Public Services Engineering Division – Permit Office

### Conditions & Limitations of Permits

**Plan Approval and Specifications:** All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDEQ Standard Specifications for Construction*, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

**Fees:** The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

**Bond:** The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

**Insurance:** The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

**Indemnification / Hold Harmless:** Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Municipality as Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.

2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

**Permit on Site:** The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

**Notification for Start and Completion of Work:** The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.

2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.

3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

**Safety:** The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current *Manual on Uniform Traffic Control Devices (MUTCD)*. The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

**Underground Utilities:** The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

**Assignability:** The permit is neither transferable nor assignable without the written consent of the County.

**Limitation of Permit:** The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

**Access of Other Vehicles:** The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

**Restoration:** The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

**Acceptance:** Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road/right-of-way, County drain easement or County park property.

**Permit Expiration and Extension of Time:** All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

**Responsibility:** The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widening or similar facilities which become part of the County roadway.

**Revocation:** The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

**Violation:** The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility, or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

**Inspection and Testing of Materials:** Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current MDEQ Standard Specifications for Construction as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

**Design:** The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subfill conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

**Drainage:** Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

**Permit Holder Compliance:** The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.





**Wayne County Department of Public Services  
Engineering Division – Permit Office  
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

*The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.*

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

**The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.**

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.

**MODEL COMMUNITY RESOLUTION  
AUTHORIZING EXECUTION OF  
WAYNE COUNTY PERMITS**

Resolution No. \_\_\_\_\_

At a Regular Meeting of the \_\_\_\_\_ (Name of  
Community Governing Board) on \_\_\_\_\_ (date), the following  
resolution was offered:

**WHEREAS**, the \_\_\_\_\_ (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs, annual maintenance work, and for other purposes on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

**WHEREAS**, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits and regulates such activities noted above and related temporary road closures;

**NOW THEREFORE, BE IT RESOLVED**, in consideration of the County granting such permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary

signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

**BE IT FURTHER RESOLVED**, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

| Name  | Title |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the \_\_\_\_\_  
(name of Community), County of Wayne, Michigan, on \_\_\_\_\_.



*Warren C. Evans*  
*County Executive*

Page 1 of 3

October 4, 2021

City of Southgate  
14400 Dix Toledo Road  
Southgate, MI 48195

**RE: A-22069**  
**2021 Annual Permit Package**  
**Wayne County Department of Public Services**  
**Engineering Division – Permit Office**

Attention: Kevin Anderson

Enclosed is your Wayne County Annual Maintenance Permit package. The Annual Permit authorizes a municipality to occupy Wayne County road rights-of-way for the purpose of inspection, repair and routine maintenance of the following facilities which are under its jurisdiction:

1. Sanitary sewer inspection, repair and routine maintenance.
2. Water main inspection, repair, routine maintenance and installation of residential and commercial water service connections (two-inch maximum diameter).
3. Application of dust palliatives.
4. Repair and replacement of existing sidewalks.

*Note: A separate permit will be required for final pavement repairs when pavement is broken while making either emergency or non-emergency repairs.*

In addition to the Annual Permit, the package also includes the following attachments, which are incorporated by reference into the permit:

1. *Scope of Work and Conditions for Municipal Maintenance Permits*
2. *General Conditions and Limitations of Permits*
3. *Indemnity and Insurance Attachment*
4. *Model Community Resolution*

Please review the insurance attachment carefully, since the insurance requirements have been recently updated.

The WCDPS Permit Office has published its manual, *Rules, Specifications and Procedures for Permit Construction*. This manual replaces the Permit Specifications Document which was attached to annual permits in previous years. The manual is also incorporated by reference into this annual permit and is available online at:

[http://www.waynecounty.com/dps/construction\\_permits.htm](http://www.waynecounty.com/dps/construction_permits.htm)



As a condition of the annual permit, the County requires that your governing body pass a blanket resolution of approval which

- a) agrees to fulfill all permit obligations and conditions
- b) to the extent allowed by law, hold harmless and defends Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity
- c) designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf.

Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution and a copy of your certificate of insurance, consistent with the requirements transmitted in this package. Type the name of the designated signer below the signature line and submit these documents to:

**Wayne County Department of Public Services  
Permit Office  
Attn: Anthony Amaro  
33809 Michigan Avenue  
Wayne MI 48184**

Once received, the Permit Coordinator will validate your permit and return an executed copy to you for your files.

The *Scope of Work and Conditions for Municipal Maintenance Permits* requires that the Permit Holder submit monthly reports of all work performed under this permit. These reports should be faxed to 734.595.6356.

If you have any questions regarding this Annual Permit, please contact me at 734.858-2768.

**Respectfully Submitted,**

Randa Saghir  
Administration Management



C: file

Attachments: Annual Permit  
Scope of Work and Conditions for Municipal Maintenance Permits  
Annual Special Events Attachment for Municipalities  
Banner Attachment for Municipalities  
General Conditions and Limitations of Permits  
Indemnity and Insurance Attachment  
Model Community Resolution

**PERMIT OFFICE**  
33809 MICHIGAN AVE  
WAYNE, MI 48184,  
PHONE (734) 595-6504  
FAX (734) 595-6356

72 HOURS BEFORE ANY  
CONSTRUCTION, CALL  
Various Staff  
(734) 595-6504, Ext: 2009  
FOR INSPECTION



**WAYNE COUNTY**  
**DEPARTMENT OF PUBLIC SERVICES**  
**PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN**

|                               |                              |
|-------------------------------|------------------------------|
| PERMIT No.<br><b>A-22069</b>  |                              |
| ISSUE DATE<br><b>1/1/2022</b> | EXPIRES<br><b>12/31/2022</b> |
| REVIEW No.                    | WORK ORDER<br><b>79651</b>   |

PROJECT NAME  
**SOUTHGATE - MAINTENANCE**

LOCATION  
**VARIOUS ROADS ( )**

CITY/TWP  
**SOUTHGATE**

PERMIT HOLDER  
**CITY OF SOUTHGATE**  
**14400 DIX TOLEDO ROAD**  
**SOUTHGATE, MI 48195**

CONTRACTOR

CONTACT  
**KEVIN ANDERSON**

CONTACT  
**<BLANK>**

DESCRIPTION OF PERMITTED ACTIVITY  
**(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)**

TO OCCUPY THE RIGHT-OF-WAY OF COUNTY ROADS FOR THE BELOW ACTIVITIES:

1. SANITARY SEWER INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
2. WATERMAIN INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
3. DUST PALLATIVE, CALCIUM & SALT APPLICATIONS.
4. SIDEWALK REPAIR AND REPLACEMENT.
5. TO PERFORM STREET SWEEPING OPERATIONS DURING DAYLIGHT HOURS ONLY.

REFER TO ATTACHMENTS REFERENCED BELOW FOR ANNUAL PERMIT REQUIREMENTS AND CONDITIONS. ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

PAVEMENT REPAIRS REQUIRE A SEPARATE PERMIT AND ARE NOT TO BE COMPLETED UNDER THE TERMS OF THIS ANNUAL PERMIT.

PERMIT HOLDER AGREES TO SUBMIT MONTHLY REPORTS OF WORK PERFORMED UNDER THIS PERMIT.

ALL ACTUAL INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIAL AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED.

|                          |                 |                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------------------|-----------------|---------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>FINANCIAL SUMMARY</b> |                 | <b>DEPOSITOR</b>                                        | <b>APPROVED PLANS PREPARED BY</b>                                                                                                                                                                                                                                                                                                                                                                                 |
| PERMIT FEE               | \$0.00          |                                                         | PLANS APPROVED BY                                                                                                                                                                                                                                                                                                                                                                                                 |
| PLAN REVIEW FEE          | \$0.00          |                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                   |
| PARK FEE                 | \$0.00          |                                                         | <b>1/1/2022</b>                                                                                                                                                                                                                                                                                                                                                                                                   |
| OTHER FEE                | \$0.00          |                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                   |
| BOND                     | \$0.00          |                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                   |
| INSPECTION DEPOSIT       | \$0.00          | <b>LETTER OF CREDIT DEPOSITOR</b>                       | <b>REQUIRED ATTACHMENTS</b><br>GENERAL CONDITIONS<br>SCOPE OF WORK AND CONDITIONS FOR<br>MUNICIPAL MAINTENANCE PERMITS<br>INDEMNITY AND INSURANCE ATTACHMENT<br>SAMPLE COMMUNITY RESOLUTION<br>RULES, SPECIFICATIONS AND PROCEDURES<br>FOR PERMIT CONSTRUCTION - AVAILABLE<br>ONLINE AT<br><a href="http://www.waynecounty.com/dps_engineering_cpoffice.htm">www.waynecounty.com/dps_engineering_cpoffice.htm</a> |
| OTHER BOND               | \$0.00          |                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                   |
| TOTAL COSTS              | \$0.00          |                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                   |
| TOTAL CHECK AMOUNT       |                 |                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                   |
| CASHIER                  | \$0.00          |                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                   |
| DATE                     | <b>1/1/2022</b> | (PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS) |                                                                                                                                                                                                                                                                                                                                                                                                                   |

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

**WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES**

**KEVIN ANDERSON**  
PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

**<BLANK>**  
CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY

DATE



**Wayne County Department of Public Services  
Engineering Division – Permit Office  
Scope of Work and Conditions Attachment  
For Annual Municipal Maintenance Permits**

The Annual Permit authorizes the municipality to occupy Wayne County road rights-of-way for the purpose of inspection, repair and routine maintenance of the facilities listed below that are under its jurisdiction.

**Scope of Work** - The following work is authorized under the Annual Maintenance Permit:

**Sanitary Sewers**

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction

**Water Main and installation of 2" pipe**

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction
2. Water service connection with 2" diameter pipe or less, serving single customer

A separate permit will be required for any operations performed under the following conditions for Water and/or Sanitary related work:

- a. For all water service connections larger than a two inch (2") diameter.
- b. For any water service connection that serves more than one customer.
- c. Whenever work is to be performed in a new subdivision.
- d. For any sanitary sewer service connection.

**Dust Palliative Applications**

1. Dust palliative treatment shall be with calcium magnesium chloride in accordance with Wayne County specifications.
2. The municipality shall designate each road to be treated with dust palliative and pay the Contractor for all materials and service.
3. Prior to the application of Dust Palliative Materials, the Permit Holder shall provide at least seven (7) days notice to the Wayne County Roads Division (313-955-9920) to allow for preparation and inspection of the roads to be treated.

**Sidewalk**

1. Existing sidewalks may be repaired or replaced at existing alignment on existing grade.

A separate permit will be required for the construction of a new sidewalk, for the replacement of an existing sidewalk on a new alignment or grade or for the construction of new sidewalk ramps to the County road.

**Street Sweeping**

1. Street sweeping shall be performed during daylight hours only.
2. All traffic control devices shall conform to the provisions of the current MMUTCD.

**Permit Conditions**

1. **A separate permit will be required for final pavement repairs when pavement is broken while making either emergency or non-emergency repairs.**
2. Reports indicating all work performed or that no work was performed under the permit shall be provided to the Permit Office at the end of each month.
3. Any work not covered under the annual scope of work and conditions above shall require a separate permit. Refer to the *Wayne County Rules, Specifications and Procedures Construction Permits*.
4. All inspection costs, including overtime, supervision, testing of materials and emergency work, if required, shall be billed to the Permit Holder.





## Wayne County Department of Public Services Engineering Division – Permit Office Conditions & Limitations of Permits

**Plan Approval and Specifications:** All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDOT Standard Specifications for Construction*, as modified by WCDCPS Special Provisions, and other WCDCPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

**Fees:** The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

**Bond:** The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

**Insurance:** The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

**Indemnification / Hold Harmless:** Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.
2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

**Permit on Site:** The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

**Notification for Start and Completion of Work:** The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

**Safety:** The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current *Manual on Uniform Traffic Control Devices (MUTCD)*. The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MICHSA requirements.

**Underground Utilities:** The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

**Assignability:** The permit is neither transferable nor assignable without the written consent of the County.

**Limitation of Permit:** The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, Federal or local agencies.

**Access of Other Vehicles:** The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

**Restoration:** The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

**Acceptance:** Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

**Permit Expiration and Extension of Time:** All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

**Responsibility:** The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widening or similar facilities which become part of the County roadway.

**Revocation:** The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

**Violation:** The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

**Inspection and Testing of Materials:** Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the first inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current *MICHSA Standard Specifications for Construction* as modified by Wayne County Special Provisions, *Standard Plans for Permit Construction* and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

**Design:** The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

**Drainage:** Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

**Permit Holder Compliance:** The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the *WCDCPS Rules, Specifications and Procedures for Construction Permits*. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.

**MODEL COMMUNITY RESOLUTION  
AUTHORIZING EXECUTION OF  
WAYNE COUNTY PERMITS**

Resolution No. \_\_\_\_\_

At a Regular Meeting of the \_\_\_\_\_ (Name of  
Community Governing Board) on \_\_\_\_\_ (date), the following  
resolution was offered:

**WHEREAS**, the \_\_\_\_\_ (hereinafter the "Community")  
periodically applies to the County of Wayne Department of Public Services, Engineering  
Division Permit Office (hereinafter the "County") for permits to conduct emergency  
repairs, annual maintenance work, and for other purposes on local and County roads  
located entirely within the boundaries of the Community, as needed from time to time to  
maintain the roads in a condition reasonably safe and convenient for public travel;

**WHEREAS**, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits  
and regulates such activities noted above and related temporary road closures;

**NOW THEREFORE, BE IT RESOLVED**, in consideration of the County granting such  
permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as  
a contractor for the Community and not as a contractor or agent of the County. Any  
claims by any contractor or subcontractor will be the sole responsibility of the  
Community. The County shall not be subject to any obligations or liabilities by vendors  
and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or  
indirectly out of its obligations, responsibilities, and duties under the Permit which results  
in claims being asserted against or judgment being imposed against the County, and all  
officers, agents and employees thereof pursuant to a maintenance contract. In the event  
that same occurs, for the purposes of the Permit, it will be considered a breach of the  
Permit thereby giving the County a right to seek and obtain any necessary relief or  
remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires  
insurance on its own or its contractor's behalf, it shall also require that such policy  
include as named insured the County of Wayne and all officers, agents and employees  
thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent  
the County from requiring additional performance security or insurance before issuance  
of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne  
County, provide necessary police supervision, establish detours and post all necessary

signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

**BE IT FURTHER RESOLVED**, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

| Name  | Title |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the \_\_\_\_\_  
(name of Community), County of Wayne, Michigan, on \_\_\_\_\_.

JOSEPH G. KUSPA  
*Mayor*

JANICE M. FERENCZ  
*City Clerk*

JAMES E. DALLOS  
*Treasurer*



## City of Southgate

- CITY COUNCIL -

JOHN GRAZIANI  
*Council President*

MARK FARRAH

KAREN E. GEORGE

BILL COLOVOS

DALE W. ZAMECKI

PHILLIP J. RAUCH

CHRISTOPHER P. ROLLET

October 14, 2021

To the Honorable  
City Council  
Southgate, Michigan 48195

Re: Purchase of Used Scissor Lift – Recreation – **Waiver of Bid**

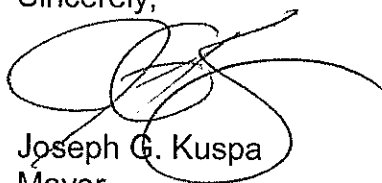
Ladies and Gentlemen:

It is recommended by the Parks & Recreation Director and I concur, that the bid procedure be waived and to award the purchase of a used Scissor Lift to United Rentals in the amount of \$8,600 plus a one year warranty in the amount of \$1,204.00 for a total of \$9,804.00.

Adequate funds are available for this purchase in the Recreation Millage Fund.

Your favorable consideration of this matter is greatly appreciated.

Sincerely,



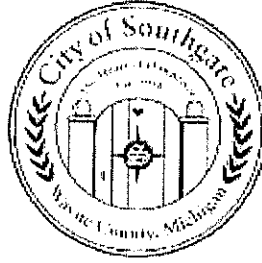
Joseph G. Kuspa  
Mayor

JGK/law

JOSEPH G. KUSPA  
*Mayor*

JANICE M. FERENCZ  
*City Clerk*

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### MEMORANDUM

**TO:** The Honorable Mayor and City Council

**FROM:** David Angileri, Assistant City Administrator/Finance Director 

**DATE:** October 14, 2021

**RE:** Recommendation for Purchase of Scissor Lift  
**(Waiver of Bid)**

I have reviewed the above with Parks & Recreation Director and concur with her recommendation to award this purchase to United Rentals, in the amount of \$8,600.00 plus a one year warranty at \$1,204.00 for a total of \$9,804.00. The pay back is about three years.

Adequate funds are in the Recreation Millage Fund for this purchase.

# Southgate

Michigan  
PARKS & REC

14700 Reaume Parkway—Southgate, MI 48195 (734)258-3035

To: Dustin Lent, City Administrator  
From: Julie Goddard, Parks & Recreation Director  
Date: October 14th, 2021  
Re: Scissor Lift for Recreation Department

The Parks & Recreation Department is in need of a Scissor Lift. Currently, we have to coordinate and borrow the Hi-Lo from the DPW when we need to accomplish tasks.

The Hi-Lo cannot be used on our rubber matting floors making it difficult to accomplish tasks that have been coming up. It pulls up all of the rubber tiles and then we have to redo the floor each time we use it. We would use the scissor lift for replacing lights, setup for ice show, hanging banners, wiring new technology, fixing and maintenance on the scoreboard, etc. We cannot currently change lights in both arenas, due to the Hi-Lo and basket not being able to reach the current height capacity of the lights and several are in need of changing.

Kevin Anderson, and myself, have sought out a quote on how much we can rent one for a week and, also how much we can purchase a used one from United Rentals, that we currently use. The DPW would also utilizing using the scissor lift when needed from us.

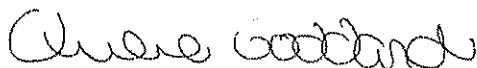
The renting of the lift for one week is \$647.30 and the quote to purchase a used one is \$8600.00. We would use the scissor lift weekly if we had one. We could rent one for a week at least five times a year, which would be \$3236.50. The purchase would help us save money in the long run. I am asking that we waive the bid process and purchase the scissor lift for \$8600.00 from United Rentals.

Funds are available to purchase the scissor lift from the Recreation Millage Funds.

I appreciate your consideration in this matter.

Respectfully Submitted,

Julie Goddard



City of Southgate

Parks & Recreation Director



## RENTAL QUOTE

BRANCH 39E  
1120 JOHN A PAPALAS DRIVE  
LINCOLN PARK MI 48146-1268  
313-842-8600  
313-388-6022 FAX

# 198913539

Customer # : 3363182  
Quote Date : 10/06/21  
Estimated Out : 11/01/21 11:00 AM  
Estimated In : 11/08/21 11:00 AM  
UR Job Loc : 14719 SCHAFER CT, SO  
UR Job # : 2  
Customer Job ID:  
P.O. # : TBD  
Ordered By : KEVIN ANDERSON  
Written By : BRIAN BURKET  
Salesperson : BRIAN BURKET

Job site CITY OF SOUTHGATE  
14719 SCHAFER CT  
SOUTHGATE MI 48195-2579  
Office: 734-258-3010 Cell: 734-216-4269

CITY OF SOUTHGATE  
14400 DIX TOLEDO RD  
SOUTHGATE MI 48195-2581

This is not an invoice  
Please do not pay from this document

| RENTAL ITEMS:              |                 |                                          |         |         |                      |               |                |
|----------------------------|-----------------|------------------------------------------|---------|---------|----------------------|---------------|----------------|
| Qty                        | Equipment       | Description                              | Minimum | Day     | Week                 | 4 Week        | Estimated Amt. |
| 1                          | 3002515         | SCISSOR LIFT 24-26' ELECTRIC 30-36" WIDE | 190.00  | 190.00  | 352.00               | 688.00        | 352.00         |
|                            |                 |                                          |         |         | Rental Subtotal:     |               | 352.00         |
| SALES/MISCELLANEOUS ITEMS: |                 |                                          |         |         |                      |               |                |
| Qty                        | Item            |                                          |         | Price   | Unit of Measure      | Extended Amt. |                |
| 1                          | DELIVERY CHARGE |                                          |         | 147.650 | EACH                 | 147.65        |                |
| 1                          | PICKUP CHARGE   |                                          |         | 147.650 | EACH                 | 147.65        |                |
|                            |                 |                                          |         |         | Sales/Misc Subtotal: |               | 295.30         |
|                            |                 |                                          |         |         | Agreement Subtotal:  |               | 647.30         |
|                            |                 |                                          |         |         | Estimated Total:     |               | 647.30         |
| COMMENTS/NOTES:            |                 |                                          |         |         |                      |               |                |

## COMMENTS/NOTES:

CONTACT: KEVIN ANDERSON  
CELL#: 734-216-4269

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



BRANCH 398  
1120 JOHN A PAPALAS DRIVE  
LINCOLN PARK MI 48146-1268  
313-842-8600  
313-380-6022 FAX



## EQUIPMENT SALE QUOTE

# 198876009

Job Site

CITY OF SOUTHGATE  
14719 SCHAFER CT  
SOUTHGATE MI 48195-2579

Office: 734-258-3010 Cell: 734-216-4269

CITY OF SOUTHGATE  
14400 DIX TOLEDO RD  
SOUTHGATE MI 48195-2581

Customer # : 3363182  
Quote Date : 10/05/21  
  
UR Job Loc : 14719 SCHAFER CT, SO  
UR Job # : 2  
Customer Job ID:  
P.O. # : QUOTE  
Ordered By : KEVIN ANDERSON  
Written By : BRIAN BURKET  
Salesperson : BRIAN BURKET

**This is not an invoice  
Please do not pay from this document**

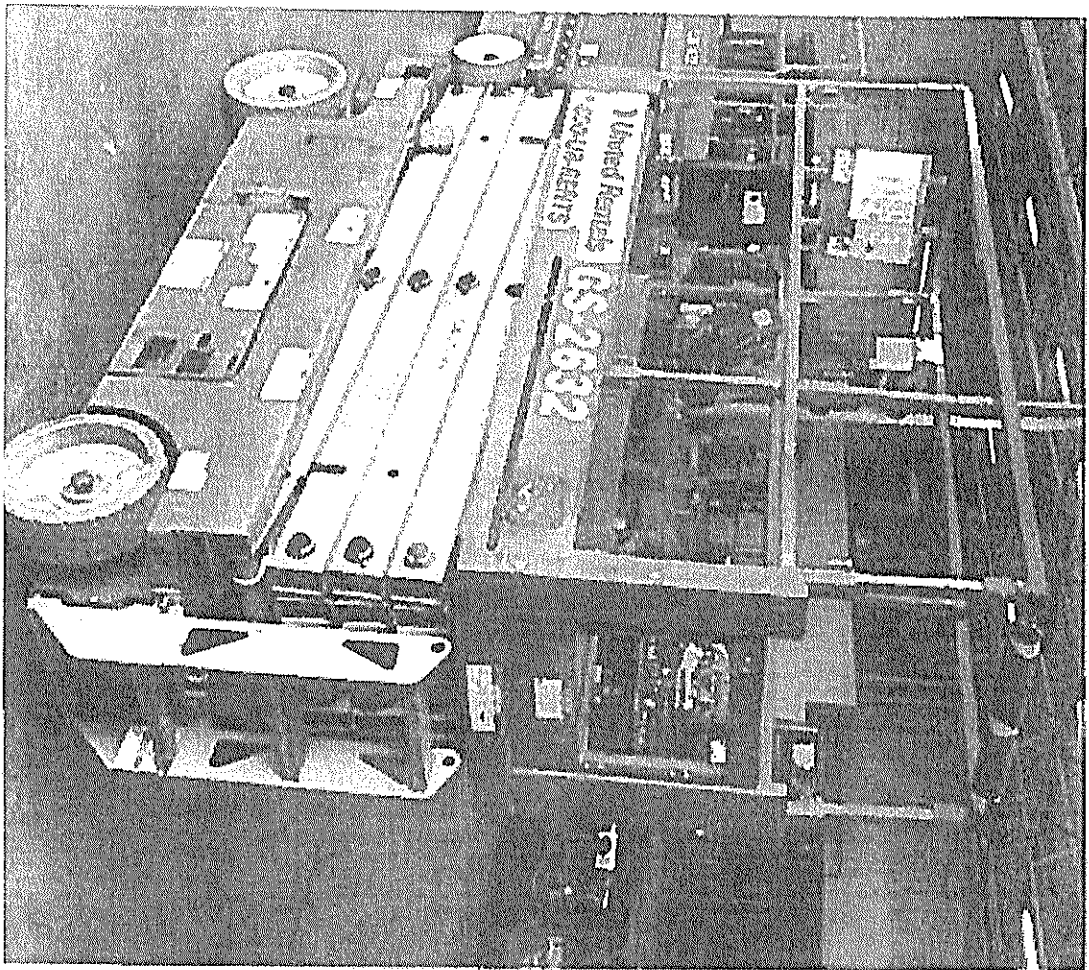
| Qty        | Equipment #                                                                                                                                                                                                                                                               | Price   | Amount  |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------|
| 1          | N87177 CC: 300-2515<br>SCISSOR LIFT 24-26' ELECTRIC 30-36" WIDE<br>Make: GENIE Model: GS-2632 Serial #: GS3214A-135275<br>Model Year: 14<br>HR OUT: 216.844<br>3 MONTH WARRANTY = \$430<br>6 MONTH WARRANTY = \$774<br>12 MONTH WARRANTY = \$1204<br>WARRANTY IS OPTIONAL | 8600.00 | 8600.00 |
| Sub-total: |                                                                                                                                                                                                                                                                           |         | 8600.00 |
| Total:     |                                                                                                                                                                                                                                                                           |         | 8600.00 |

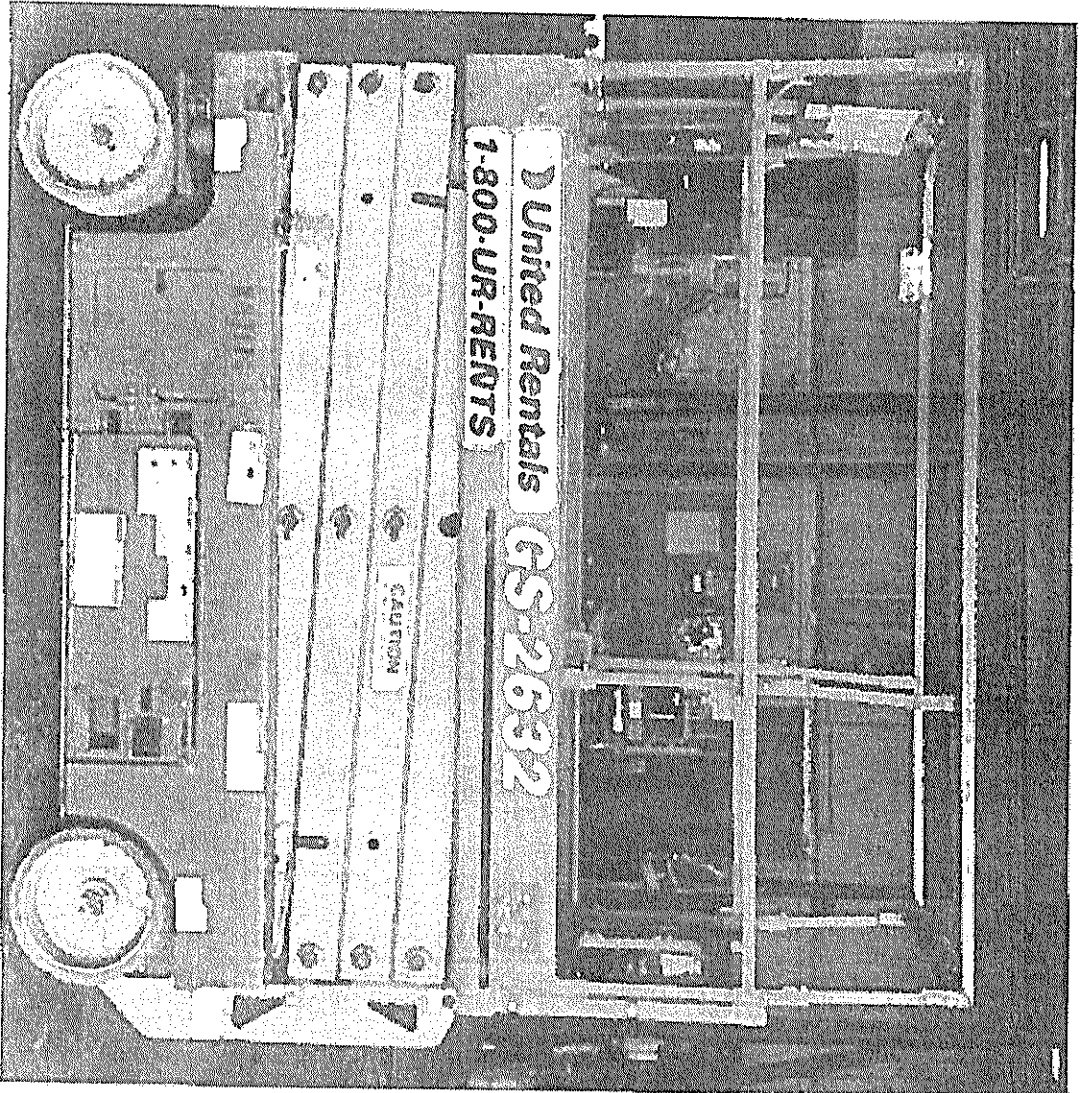
CONTACT: KEVIN ANDERSON  
CELL#: 734-216-4269

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT AN EQUIPMENT SALE AGREEMENT/INVOICE. THE SALE OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S EQUIPMENT SALE AGREEMENT/INVOICE, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.



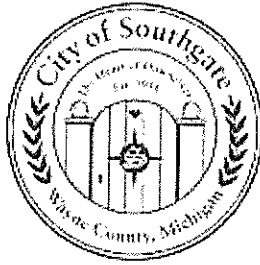




JOSEPH G. KUSPA  
*Mayor*

JANICE M. FERENCZ  
*City Clerk*

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*Treasurer*



## City of Southgate

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CHRISTOPHER P. ROLLET

### Memorandum

To: Honorable City Council Members

From: Dustin Lent, City Administrator

Date: October 15, 2021

Re: Build to Suit Inc. v. The City of Southgate Board of Zoning Appeals

On April 27<sup>th</sup> 2021 Council received a copy of the lawsuit from Build to Suit Inc. v. The City of Southgate Board of Zoning Appeals.

The Administration is requesting the City Council's concurrence to retain Garan Lucow Miller P.C. to represent the City of Southgate in the Circuit Court Case Build to Suit Inc. v. The City of Southgate Board of Zoning Appeals. It is our expectation that this case will clearly proceed to the Michigan Court of Appeals based on the outcome of the Circuit Court.

Unfortunately, the subject matter (zoning decision) is not covered by the MML. However the nature of the case will require particular expertise. Mr Gillooly has agreed to hold his current rate of \$200 per hour as provided by the MML with a cost not to exceed \$25,000.

The Administration believes that this agreement is in the best interest of the City. Therefore, the Administration respectfully requests that the City Council authorize this agreement on behalf of the City. Please do not hesitate to contact me with any additional questions.