



# Plymouth City Commission

## Regular Meeting Agenda

Monday, October 18, 2021 7:00 p.m.  
Plymouth City Hall & Online Zoom Webinar

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City of Plymouth  
201 S. Main  
Plymouth, Michigan 48170-1637

www.plymouthmi.gov  
Phone 734-453-1234  
Fax 734-455-1892

Join Zoom Webinar - <https://us02web.zoom.us/j/81263927203>

Webinar ID: 812 6392 7203 Passcode – 249242 International numbers available: <https://us02web.zoom.us/j/81263927203>

### Statement on explanation of the reason why the public body is meeting electronically:

On March 10, 2020, the Governor of the State of Michigan declared a State of Emergency across the State of Michigan. As a part of the response to that emergency certain changes were deemed to be reasonable and necessary to protect the public health, safety, and welfare. Due to the on-going emergency situation the Michigan Department of Public Health and Human Services has recently made certain rules about gathering in groups of people. Further, the Michigan Legislature passed legislation to temporarily suspend certain rules, regulations and procedures related to the physical presence at meetings and hearings of public bodies and other governmental entities in Michigan. These public bodies and entities must continue to conduct public business during this emergency. Recently passed legislation has made it possible for public boards to meet electronically. Due to the Public Health declarations the City of Plymouth will have its Boards and Commissions meet electronically as permitted under the newly enacted law that is known as SB1108.

#### 1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call

#### 2. CITIZENS COMMENTS

#### 3. APPROVAL OF THE AGENDA

#### 4. ENACTMENT OF THE CONSENT AGENDA

- a. Approval of October 4, 2021 City Commission Regular Meeting Minutes
- b. Approval of September 2021 Bills
- c. Special Event: Thriller in the Park Workout Class, Friday 10/29/2021
- d. Special Event: Plymouth Goodfellows Annual Paper Sale, Saturday 12/4/2021
- e. Special Event: Compassionate Friends Worldwide Candle Lighting, Sunday 12/12/2021
- f. Special Event: 40<sup>th</sup> Annual Plymouth Ice Festival, Friday to Sunday 2/11/2022 – 2/13/2022
- g. Annual Wayne County Permits

#### 5. COMMISSION COMMENTS

#### 6. OLD BUSINESS

#### 7. NEW BUSINESS

- a. Downtown Patios
- b. Architectural Services Contract – PCC Bathrooms
- c. Pedestrian Improvements – RRFB Crossing Lights
- d. Emergency Authorization for PCC Repairs
- e. Text Amendments for Multi-Family Housing – First Reading

#### 8. REPORTS AND CORRESPONDENCE

- a. Liaison Reports

#### 9. ADJOURNMENT

Citizen Comments - This section of the agenda allows up to 3 minutes to present information or raise issues for items not on the agenda. Upon arising to address the Commission, speakers should first identify themselves by clearly stating their name and address. Comments must be limited to the subject of the item.

Persons with disabilities needing assistance with this should contact the City Clerk's office at 734-453-1234 Monday through Friday from 8:00 a.m.-4:30 p.m., at least 24 hours prior to the meeting. An attempt will be made to make reasonable accommodations.

Consent Agenda - The items on the Consent Agenda will be approved by one motion as Agenda Item #4. There will be no separate discussion of these items unless a Commissioner or citizen so requests, in which case that item will then be placed on the regular agenda.



City of Plymouth Strategic Plan 2017-2021

GOAL I - QUALITY OF LIFE
<p><b>OBJECTIVES</b></p> <ul style="list-style-type: none"> <li>Support the neighborhoods with high-quality customer service</li> <li>Engage in collaboration with private entities and surrounding municipalities to implement the Joint Recreation Master Plan</li> <li>Improve communication with the public across multiple platforms</li> <li>Maintain a high level of cleanliness throughout the City</li> <li>Support and host a diverse variety of events that foster community and placemaking</li> </ul>

*ONE-YEAR TASKS 2021*

- Restore sports and recreational programs that were halted by COVID-19 as soon as possible
- Review and evaluate the special event policy with safety considerations
- Address challenges with the Kellogg Park improvements with safety considerations
- Move Kellogg Park Fountain project forward
- Continue to re-engage service clubs to help enhance parks and public properties
- Increase followers by 2,000 on all our communications platforms
- Develop an internal and external communications plan
- Upgrade City Hall facilities to accommodate remote meetings and remote participation
- Continue investigating multi-modal transportation opportunities
- Revisit noise ordinance

GOAL II - FINANCIAL STABILITY
<p><b>OBJECTIVES</b></p> <ul style="list-style-type: none"> <li>Approve balanced budgets that maintain fiscal responsibility</li> <li>Advocate for increased revenue sharing with the State of Michigan</li> <li>Encourage and engage in partnerships, both public and private, to share costs of services and equipment</li> <li>Address the issue of legacy costs</li> <li>Seek out and implement efficient and effective inter-departmental collaboration</li> <li>Market our successes to attract new economic and investment opportunities</li> </ul>

*ONE-YEAR TASKS 2021*

- Identify mechanisms for funding sources for capital improvement projects
- Increase funding to the Public Improvement Fund
- Create a potential package for financing emergency structural repairs
- Develop a comprehensive asset management plan that includes a review of the equipment fleet
- Search out other possible revenue streams through continued association with the CWW and the MML
- Develop a financial plan for public safety
- Continue to make extra payments towards legacy costs
- Monitor outside influences on our revenue sources, including unfunded mandates, the 35<sup>th</sup> District Court and the PCCS
- Negotiate three labor contracts

GOAL III - ECONOMIC VITALITY
<p><b>OBJECTIVES</b></p> <ul style="list-style-type: none"> <li>Continue to support and improve active, vibrant downtown branding</li> <li>Support community and economic development projects and initiatives</li> <li>Support a mix of industrial, commercial and residential development</li> <li>Reference the Master Plan in economic decision-making</li> </ul>

*ONE-YEAR TASKS 2021*

- Complete Saxton's development
- Develop municipal parking lot at Saxton's site
- Support development of 23 parcels adjacent to the Starkweather School property
- Continue to administer the grant and the brownfield plan to support the Pulte project's completion
- Finish Redevelopment Ready Community (RRC) certification by the end of the 2021
- Develop an annual training calendar for the Planning Commission, the Historic District Commission, the Zoning Board of Appeals and the DDA, and identify a funding source
- Implement temporary plans to assist businesses in recovery efforts

GOAL IV - SERVICE AND INFRASTRUCTURE
<p><b>OBJECTIVES</b></p> <ul style="list-style-type: none"> <li>Support administration and staff by providing professional development opportunities, supplying resources, and maintaining a commitment to recruitment, retention, succession planning</li> <li>Support and deliver safe and responsive emergency services</li> <li>Maintain a sophisticated and responsive technology to communicate and manage data</li> <li>Continually record, maintain, update, and improve City infrastructure</li> </ul>

*ONE-YEAR TASKS 2021*

- Explore enhanced pedestrian safety opportunities into targeted intersections
- Research funding opportunities for ADA compliance at the PCC
- Implement 2021 infrastructure program
- Continue training for future career development and succession planning
- Conduct a traffic study to determine whether to make additional streets one way
- Update mapping resources including parcel data, completing **50%** by the end of the year
- Update/replace current technology to ensure compliance with new regulations, rules, and operating systems
- Revisit paid parking





## City of Plymouth City Commission Regular Meeting Minutes Monday, October 4, 2021 - 7:00 p.m. Plymouth City Hall & Online

City of Plymouth  
201 S. Main  
Plymouth, Michigan 48170-1637

www.plymouthmi.gov  
Phone 734-453-1234  
Fax 734-455-1892

### 1. CALL TO ORDER

- a. Mayor Wolcott called the meeting to order at 7:00 p.m., followed by the Pledge of Allegiance.
- b. Roll Call

Present: Mayor Oliver Wolcott, Mayor Pro Tem Nick Moroz, Commissioners Suzi Deal, Kelly O'Donnell and Marques Thomey

Also present: City Manager Paul Sincok, Attorney Robert Marzano, Public Safety Director Al Cox, Police Sergeant David Edwards, and various members of the City administration

### 2. CITIZENS COMMENTS

Holly Smith, 230 Parkview, asked the City to look into a stop sign and a lower speed limit at Park and Lilley. She also mentioned overgrowth blocking the view of traffic as a safety concern and asked for dead animals to be removed promptly. Wolcott asked her to provide her contact information to DMS and Community Development for follow up.

Tim Doren, 1191 Sheridan, said a lack of visitor and vendor parking at Tonquish Creek causes too many vehicles to park in front of his home. He asked the City to consider restricted parking in front of his home for cleanliness and safety purposes.

Jill Marecki, 610 Blunk, asked when Farmer St. would be striped, and signs be posted. She also said she would like to see a social district in Plymouth.

### 3. APPROVAL OF THE AGENDA

Moroz offered a motion, seconded by Thomey, to approve the agenda for Monday, October 4, 2021.

There was a roll call vote.

Yes: Deal, Moroz, O'Donnell, Thomey, Wolcott

MOTION PASSED 5-0

### 4. ENACTMENT OF THE CONSENT AGENDA

- a. Approval of September 20, 2021 City Commission Regular Meeting Minutes
- b. Special Event: Old Village Halloween Block Party – October 10, 2021
- c. Special Event: Holiday Greens Market – November 27, 2021
- d. Special Event: Walk of Trees – November 19-January 3

O'Donnell offered a motion, seconded by Moroz, to approve the consent agenda.

O'Donnell then offered a motion, seconded by Moroz, to move Consent Agenda item 4.a to regular agenda item 7.f.

There was a roll call vote.

Yes: Deal, Moroz, O'Donnell, Thomey, Wolcott

MOTION PASSED 5-0

**5. COMMISSION COMMENTS**

Moroz said there had been an uptick of Covid cases in the community and reminded residents to get vaccine boosters and flu shots.

Wolcott congratulated employees for their October work anniversaries: Recreation Director Steve Anderson – 28 years, City Clerk Maureen Brodie – 24 years, Foreman/Sidewalk Inspector Mike Brindley – 23 years, DMS Administrative Assistant Jennifer Coykendall – 21 years, Cable TV Operator Noah Allor, 18 years, Chief of Operations Chris Helinski – 14 years, Sergeant David Edwards – 10 years, Finance Director John Scanlon – 4 years, Operations Technician John Segura – 1 year, Operations Technician Brian Ronayne – 1 year.

Wolcott added that the fountain was nearing completion and that a dedication ceremony was planned for October 16 at 11 a.m. He said that the Downtown Development Authority planned to talk about the future of patio dining, but that a social district is not possible. He asked DMS Director Chris Porman to answer the citizen’s questions about Farmer St. Porman said there was a nationwide paint shortage, which has caused the price to be double over last year. He may wait until spring to purchase paint and stripe the street. He said all signs have been installed on Farmer.

**6. OLD BUSINESS**

There was no old business.

**7. NEW BUSINESS**

a. Resignation of City Commissioner Ed Krol

Krol said he appreciated the opportunity to serve.  
Ellen Elliott, 404 Irvin, thanked Krol for his service.  
Commission members also congratulated him for his accomplishments and thanked him for his dedication to the City.

The following resolution was offered Thomey by and seconded by Moroz.

RESOLUTION 2021-80

WHEREAS The City of Plymouth has a number of elected officers, defined as City Commissioners in the City Charter; and

WHEREAS When there is a resignation of office in an elective officer it is necessary for the City Commission to accept the resignation at the next regular meeting of the City Commission; and

WHEREAS The Mayor and City Clerk have received a letter of resignation from City Commissioner Ed Krol to be effective immediately.

NOW THEREFORE BE IT RESOLVED THAT Commissioner Ed Krol has been a valuable asset to the broader Plymouth Community by serving on both the City Commission and the Zoning Board of Appeals. His insight and drive for details in all actions will be missed on both boards. It is with sadness that the City Commission does hereby accept the resignation of City Commissioner and Zoning Board of Appeals member Ed Krol to be effective immediately.

There was a roll call vote.



Yes: Deal, Moroz, O'Donnell, Thomey, Wolcott

MOTION PASSED 5-0

b. City Planner Retainer Renewal

The following resolution was offered by Moroz and seconded by Thomey.

RESOLUTION 2021-81

WHEREAS The City Commission is aware that the City of Plymouth has contracted with Carlisle Wortman for professional planning services for many years; and

WHEREAS The City Commission is aware that Carlisle Wortman has detailed knowledge and understanding of the community, our ordinances, and the administrative structure; and

WHEREAS Carlisle Wortman Assoc. Inc. has provided the administration with a contract that would guarantee a minimum level of services and allow for flexibility as service requirements increase or decrease.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby approve the enclosed contract for a period of three (3) years with Carlisle Wortman for Professional Planning Services beginning on July 1, 2022.



**Carlisle | Wortman**  
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

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**CONSULTANT AGREEMENT**  
**PROFESSIONAL PLANNING SERVICES**

This agreement is made by and between the City of Plymouth, a Michigan Municipal Corporation, 201 South Main Street, Plymouth, Michigan 48170 (hereinafter referred to as the "Client") and the consulting firm of Carlisle/Wortman Associates, Inc., 117 N. First Street, Suite 70, Ann Arbor, Michigan, 48104 (hereinafter referred to as the "Consultant").

- I. **Services to be Provided:** The Consultant will serve as professional planning Consultants for the Client. Services will include the following:
1. Attendance at regularly scheduled Planning Commission meetings each month.
  2. Written reviews of development applications including:
    - a. Rezoning Requests
    - b. Site Plans
    - c. Special Land Use Applications
    - d. Subdivision Plats
  3. Attendance at special Planning Commission and City Commission meetings on matters pertaining to planning and zoning.
  4. Advising, assisting, and coordinating with City officials on matters dealing with state laws, county regulations and local ordinances pertaining to zoning and development.
  5. Preparation of grant applications to State and Federal agencies.
  6. Coordinating with county and state agencies regarding Client plans for zoning and development.
  7. Providing other services of planning or coordinating nature as may be requested by the City.
  8. Avoid all conflicts of interest or appearances of conflict of interest in performance of the items outlined in this Agreement. Consultant shall inform the Client immediately of any potential conflicts that may arise.

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- II. **Items Included Under Retainer Services:** Services provided under the basic monthly retainer shall include:

1. Attendance at regularly scheduled monthly meetings



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6. **Billing/Payment Procedures.** The Consultant shall submit detailed monthly billings which specify the types of work completed and the unit cost for preparation of each work item. The Consultant may bill for work components which have been partially completed and delivered to the client as an on-going review and revision process. The Client shall make payment for properly performed work generally within thirty (30) days of the receipt of the statement.
  7. **Responsibility of Payment of Taxes.** It is understood by the parties that the Consultant shall be responsible for the payment of all Federal, State, and local taxes and/or Insurances of any type that may be required for the performance of the services called for under this agreement.
  8. **Equal Employment Opportunity.** There shall be no discrimination against any employee who is employed in the work covered by this agreement or against any applicant for such employment because of race, color, religion, sex, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training.
  9. **Compliance of All Laws.** In the performance of this agreement, the Consultant agrees to comply with all applicable State, Federal, & Local statutes, ordinances, and regulations.
  10. **Liability.** The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damages and losses arising from the negligent act, errors, or omissions of the Consultant in the performance of professional services under this Agreement, to the extent that the Consultant is responsible for such damages and losses on a comparative basis of fault and responsibility between the Consultant and the Client. The Consultant is not obligated to indemnify the Client for the Client's own negligence.
  11. **Insurance.** Carlisle/Wortman Associates, Inc. must maintain Professional Liability Insurance in the amount of at least \$1,000,000.00 (One Million Dollars). Workers Compensation Insurance with statutory coverage must also be maintained. Evidence or proof of insurance must be provided.
  12. **Ownership of Materials.** Upon completion or termination of this agreement, all reports, charts, maps, and graphics produced under the terms of this, or any preceding agreement, shall remain the property of the Client and shall be furnished to the Client, or its agent, upon request.
  13. **Term of Agreement.** This agreement shall remain in effect through June 30, 2025 with the understanding and agreement that either party has the right to terminate the agreement upon thirty (30) days written notice being presented to the other party.

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IN WITNESS WHEREOF, the Client and Consultant have executed this Agreement this

\_\_\_\_\_ day of \_\_\_\_\_, 2021.

**WITNESS**

**CLIENT:**

City of Plymouth  
201 S. Main St.  
Plymouth, MI 48170  
734-453-1234

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John Buzuvis,  
Community Development Director

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Clerk

**CONSULTANT:**

117 N. First Street, Suite 70  
Ann Arbor, MI 48104  
734 662-2200

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Richard K. Carlisle, AICP, PCP  
President  
Carlisle/Wortman Associates, Inc.

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Doug Lewan, AICP  
Executive Vice President  
Carlisle/Wortman Associates, Inc.

There was a roll call vote.  
Yes: Deal, Moroz, O'Donnell, Thomey, Wolcott



MOTION PASSED 5-0

c. Confirmation of Emergency Actions – Chiller for Plymouth Cultural Center

The following resolution was offered by Moroz and seconded by Thomey.

RESOLUTION 2021-82

- WHEREAS The City of Plymouth maintains a variety of buildings and from time to time the buildings are in need of repairs or upgrades; and
- WHEREAS The Plymouth Cultural Center had two critical pumps fail on the building’s refrigeration systems; and
- WHEREAS This failure of pumps required the use of a temporary booster chiller unit from Sunbelt Rentals, which had to be delivered, installed, started up and incorporated into the systems at the Cultural Center; and
- WHEREAS The City Administration authorized the emergency repairs and actions and Notified the City Commission of the emergency situation and the actions that were taken.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby confirm the emergency rental of a “booster” chiller and required work to incorporate the unit into the building’s systems. This authorization is for Sunbelt Rentals in the amount of \$9,403. Further, it is anticipated that an additional rental period(s) will be needed until the new pump and related parts arrive that have been delayed due to supply chain issues.

There was a roll call vote.

Yes: Deal, Moroz, O’Donnell, Thomey, Wolcott

MOTION PASSED 5-0

d. Equipment Fleet Review and Action Plan

The following resolution was offered by Moroz and seconded by Thomey.

RESOLUTION 2021-83

- WHEREAS The City Commission established that the Administration shall develop and execute a comprehensive asset management plan that includes a review of the equipment fleet; and
- WHEREAS The City Administration has prepared a comprehensive report for the City Commission to review related to the City’s equipment fleet, and funding of the Equipment Fund, as well as funding sources for replacement vehicles; and
- WHEREAS The City Administration has made certain recommendations related to the acquisition of replacement vehicles for Fiscal Year 2021 – 22.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept the City Administration’s report related to Equipment Fund Plan. This plan calls for the City to change funding of the Equipment Fund and the purchase of assets. The change in funding includes the institution of storage fees for specialized equipment and financing of certain vehicle purchases in order to build cash into the Equipment Fund for future vehicle replacement. In addition, the City will continue the use of the required state schedules for the Major and Local Street Funds in accordance with regulations.

BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the City Administration to move forward with bringing purchase packages to the City Commission for final approval in accordance with the following plan for Fiscal Year 2021 - 22.

<u>Equipment</u>	<u>Approx. Cost</u>	<u>Funding Source</u>
Fire Truck ( <i>late 2022/23</i> )	\$700,000 – (\$200,000 trade in)	Community Leasing Partners
Vactor	\$600,000 – (\$162,000 buy back)	Water/Sewer Fund
Street Sweeper	\$300,000	Solid Waste Fund
PD Tahoes (2)	\$45,000	Community Leasing Partners
Pick Up Trucks (3)	\$115,000	Community Leasing Partners
DMS Tahoe	\$40,000	Community Leasing Partners

STILL FURTHER, the City Administration will need to bring back to the City Commission for approval all purchases of vehicles outlined above and financing/funding sources for said purchase. Further, the Equipment Asset list and recommended replacement schedule shall be reviewed annually as a part of the City's Budget Adoption Process.

Porman answered questions about the need for only one street sweeper, the list of possible additions to the fleet, and being mindful of sustainability and operating costs.

Finance Director John Scanlon explained the lease-to-own financing the City has used for fire trucks.

Porman asked that the resolution add the word "each" after the \$45,000 cost of the PD Tahoes.

There was a roll call vote.

Yes: Deal, Moroz, O'Donnell, Thomey, Wolcott

MOTION PASSED 5-0

e. Police Command Officer Contract Tentative Agreement

The following resolution was offered by Moroz and seconded by Deal.

RESOLUTION 2021-84

WHEREAS The City of Plymouth has employee groups that are represented by unions, and from time to time those union contracts expire and new contracts need to be negotiated; and

WHEREAS The contract with the Plymouth Command Police Officers through their Representative Agent from COAM expires on December 31, 2021 and a new contract needs to be implemented; and

WHEREAS The City and the Police Command Officers agreed to a one-year extension of their contract which ended December 31, 2020 without any changes, including no increases in salary as a result of the many unknowns related to Covid pandemic; and

WHEREAS The City and the union have in good faith met and discussed a new agreement that would begin on January 1, 2022; and

WHEREAS The City and the union have come to a tentative agreement on a new contract.



NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept the tentative agreement between the City and the City's police command officers as represented by COAM. The terms of the four-year agreement are outlined in the City Manager's write up for the City Commission. The agreement will still need to have a ratification vote by the union membership prior to becoming finalized.

There was a roll call vote.

Yes: Deal, Moroz, O'Donnell, Thomey, Wolcott

MOTION PASSED 5-0

f. Approval of September 2021 City Commission Regular Meeting Minutes

O'Donnell asked that the September 20, 2021 minutes be amended to include IT Director Tom Alexandris' explanation for item 7.a that the GIS map vendor selected was an incumbent provider and the efficiencies that provided, as well as the inadequacy of other vendors to provide the same service.

Thomey offered a motion, supported by Moroz, to amend the minutes as requested.

There was a roll call vote.

Yes: Deal, Moroz, O'Donnell, Thomey, Wolcott

MOTION PASSED 5-0

**8. REPORTS AND CORRESPONDENCE**

a. Liaison Reports

Deal said the DDA was scheduled to meet on October 11 and the HDC on October 6.

O'Donnell said the Planning Commission was scheduled to meet on October 13.

Wolcott said he attended the Michigan Municipal League conference and found it valuable.

**9. ADJOURNMENT**

Hearing no further discussion, Wolcott asked for a motion to adjourn at 8:14 p.m. A motion to adjourn was offered by Moroz and seconded by O'Donnell.

There was a roll call vote.

Yes: Deal, Moroz, O'Donnell, Thomey, Wolcott

MOTION PASSED 5-0

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OLIVER WOLCOTT  
MAYOR

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MAUREEN A. BRODIE, CMC, MIPMC  
CITY CLERK



# Special Event Application

City of Plymouth  
201 S. Main  
Plymouth, Michigan 48170-1637

www.plymouthmi.gov  
Phone 734-453-1234  
Fax 734-455-1892

Complete this application in accordance with the City of Plymouth Special Events Policy, and return it to the City Manager's Office at least 21 calendar days prior to the starting date of the event.

**FEES WILL BE CHARGED FOR ALL SPECIAL EVENTS. SEE ATTACHMENT B.**

Sponsoring Organization's Legal Name HALE Strength and Shape L.L.C.

Ph# 248-921-4306 Fax# \_\_\_\_\_ Email Halestrengthandshape@gmail.com Website Halestrengthandshape@gmail.com

Address 406 N. Main St City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Courtney Hessenbruch Title Co-owner

Ph# 248-921-4306 Fax# \_\_\_\_\_ Email chutto@gmail.com Cell# 248-921-4306

Address 670 Forest Ave City Plymouth State MI Zip 48170

Event Name Thriller In The Park

Event Purpose Free workout class for the community, just for fun

Event Date(s) 10/29/21 Weather permitting we would love to have it right in the grass of Kellogg Park

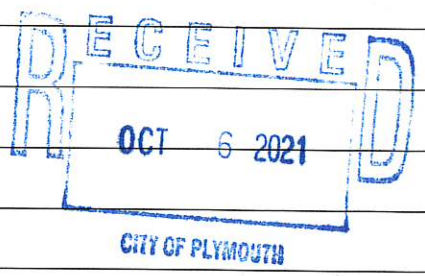
Event Times 6:30 - 7:30 pm.

Event Location \_\_\_\_\_

What Kind Of Activities? Workout, dance

What is the Highest Number of People You Expect in Attendance at Any One Time? \_\_\_\_\_

Coordinating With Another Event? YES  NO  If Yes, Event Name: \_\_\_\_\_



Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)

Rob from Sun and Snow would be setting up his sound/light system and our dance instructor will be teaching the choreography to the Thriller dance. Zombie Costumes encouraged. So this would run like a Wednesday Night Workout.

\* 2 years ago it rained and we did it under the Gathering. Is it possible to have the Gathering as a backup plan?  
City of Plymouth - Special Events Application / Policy Revised as of 03/16/15 Page 2 of 18

1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: *(Weddings Ceremonies -- Please Review Section 12.2 f.)*  
City Operated  Co-sponsored Event  Other Non-Profit  Other For-Profit  Political or Bailot Issue

2. **ANNUAL EVENT:** Is this event expected to occur next year? YES  NO

If Yes, you can reserve a date for next year with this application (see Policy 12.15). To reserve dates for next year, please provide the following information:

Normal Event Schedule (e.g., third weekend in July):  
Next year's specific dates: Oct. 28th (Friday before Halloween) 2022

\*\*\*See section 12.13 for license & insurance requirements for vendors\*\*\*

3. **FOOD VENDORS/ CONCESSIONS?** YES  NO  **OTHER VENDORS?** YES  NO
4. **DO YOU PLAN TO HAVE ALCOHOL SERVED AT THIS EVENT?** YES  NO
5. **WILL ALCOHOL BE SERVED ON PRIVATE PROPERTY AS PART OF THIS EVENT?** YES  NO
6. **WILL YOU NEED ELECTRICITY AND/OR WATER?** YES  NO

**CITY SERVICES REQUIRED?** If needed, please attach a letter indicating all requests for City Services. (see Attachment B)

N/A

7. **AN EVENT MAP** IS  IS NOT  attached. If your event will use streets and/or sidewalks (for a parade, run, etc.), or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lots that you are requesting to be blocked off.

8. **EVENT SIGNS:** Will this event include the use of signs? YES  NO   
If Yes, refer to Policy 12.8 for requirements, and describe the size and location of your proposed signs: **Please complete a sign illustration / description sheet and include with the application.**

Signs or banners approved by the City of Plymouth for Special Events shall be designed and made in an artistic and workman like manner. THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN.

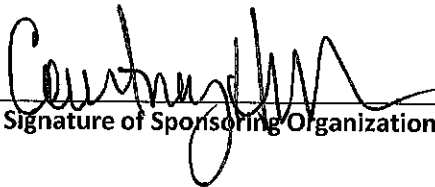
Signs and/or Banners may be used during the event only. Please refer to Special Event Policy for information related to the installation of banners on Downtown Street Light Poles in advance of event. NO SIGNS ARE ALLOWED IN THE PARK IN ADVANCE OF THE EVENT.

9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)? YES  NO   
If Yes, list the lots or locations where/why this is requested:

10. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that
- a. a Certificate of Insurance must be provided which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.10 for insurance requirements)
  - b. Event sponsors and participants will be required to sign Indemnification Agreement forms (refer to Policy 12.12).
  - c. All food vendors must be approved by the Wayne County Health Department, and each food and/or other vendor must provide the City with a Certificate of Insurance which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.13)
  - d. The approval of this Special Event may include additional requirements and/or limitations, based on the City's review of this application, in accordance with the City's Special Event Policy. The event will be operated in conformance with the Written Confirmation of Approval. (see Policy 12.11 and 12.16)
  - e. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City, and will promptly pay any billing for City services which may be rendered, pursuant to Policy 12.3 and 12.4.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

9/13/21  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Signature of Sponsoring Organization's Agent

**RETURN THIS APPLICATION at least twenty (21) days prior to the first day of the event to: City**

Manager's Office  
 City Hall  
 201 S. Main Street  
 Plymouth MI 48170

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

The Hale Strength and Shape LLC (*organization name*) agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Thriller in the Park (*event name*) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Plymouth or by third parties, or by the agents, servants, employees or factors of any of them.

Signature 

Date 9/13/21

Witness \_\_\_\_\_

Date \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/06/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Craft Agency Inc. 2533 Spring Arbor Rd P O Box 1187 Jackson MI 49204	<b>CONTACT NAME:</b> Sandra Miller-Freeman <b>PHONE (A/C, No, Ext):</b> (517) 787-0077 <b>E-MAIL ADDRESS:</b> sam@craftagency.com	<b>FAX (A/C, No):</b> (517) 787-9356
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Hale Strength & Shape, LLC 406 N Main St Plymouth MI 48170	<b>INSURER A:</b> West Bend Mutual Ins Co	<b>NAIC #</b> 15350
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 21-22 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		2068758	02/07/2021	02/07/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

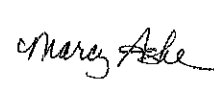
The City of Plymouth is listed as an Additional Insured in regards to the general liability of the insured as required by written contract.

**CERTIFICATE HOLDER**

City of Plymouth  
 201 S. Main Street  
 Plymouth MI 48170

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  


Thriller in the Park

EVENT REVIEW FORM

MUNICIPAL SERVICES:	<u>Approved</u>	Denied	(list reason for denial)	Initial	CP
NO SERVICES					
\$250 Bathroom Cleaning Fee Per Day of Event? YES <u>NO</u>					
Labor Costs: \$		Equipment Costs: \$		Materials Costs	\$
POLICE:	<u>Approved</u>	Denied	(list reason for denial)	Initial	Jec
NO SERVICES NEEDED					
Labor Costs \$		Equipment Costs \$	0	Materials Costs	\$
<u>FIRE:</u>	<u>Approved</u>	Denied	(list reason for denial)	Initial	JO
NO SERVICES REQUIRED					
Labor Costs \$		Equipment Costs \$		Materials Costs	\$
HVA:	Approved	Denied	(list reason for denial)	Initial	
DDA:	<u>Approved</u>	Denied	(list reason for denial)	Initial	SBP
Labor Costs \$	0	Equipment Costs \$		Materials Costs	\$
RISK MANAGEMENT:	<u>Approved</u>	Denied	(list reason for denial)	Initial	MP
Class I - Low Hazard					
<u>Class II - Moderate Hazard</u> (X)					
Class III - High Hazard					
Class IV - Severe Hazard					

EVENT NAME: \_\_\_\_\_ TOTAL ESTIMATED FEE: \_\_\_\_\_  
 (Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).

SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ \_\_\_\_\_

APPROVED \_\_\_\_\_ NOT APPROVED \_\_\_\_\_ DATE \_\_\_\_\_



# Special Event Application

City of Plymouth  
201 S. Main  
Plymouth, Michigan 48170-1637

www.plymouthmi.gov  
Phone 734-453-1234  
Fax 734-455-1892

Complete this application in accordance with the City of Plymouth Special Events Policy, and return it to the City Manager's Office at least 21 calendar days prior to the starting date of the event.

**FEES WILL BE CHARGED FOR ALL SPECIAL EVENTS. SEE ATTACHMENT B.**

Sponsoring Organization's Legal Name Plymouth Goodfellows Inc.

Ph# 734.262.3199 Fax# \_\_\_\_\_ Email plymouthgoodfellows@yahoo.com Website plymouthgoodfellows.org

Address PO Box 700192 City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Julie Johnston Title Vice President

Ph# 734.673.1874 Fax# \_\_\_\_\_ Email Juliejohnston33@gmail.com Cell# 734.673.1874

Address 9980 Tennyson City Plymouth State MI Zip 48170

Event Name Plymouth Goodfellows Paper Sale

Event Purpose To accept donations for our Christmas Campaign

Event Date(s) Saturday December 4, 2021

Event Times 8:00 am - 2:00 pm

Event Location City Sidewalks

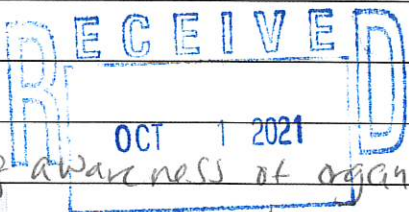
What Kind Of Activities? Accepting donations + spreading awareness of organization

What is the Highest Number of People You Expect in Attendance at Any One Time? 10-15 volunteers

Coordinating With Another Event? YES  NO  If Yes, Event Name: \_\_\_\_\_

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)

Plymouth Goodfellows volunteers will be distributing our organizations holiday newspaper + accepting donations from the community throughout the city of Plymouth. All volunteers are instructed to be courteous + friendly to community, whether or not donations are given.



1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: *(Weddings Ceremonies – Please Review Section 12.2 f.)*  
City Operated  Co-sponsored Event  Other Non-Profit  Other For-Profit  Political or Ballot Issue

2. **ANNUAL EVENT:** Is this event expected to occur next year? YES  NO

If Yes, you can reserve a date for next year with this application (see Policy 12.15). To reserve dates for next year, please provide the following information:

Normal Event Schedule (e.g., third weekend in July):

1st Saturday in Dec.

Next year's specific dates:

December 3, 2022

\*\*\*See section 12.13 for license & insurance requirements for vendors\*\*\*

3. **FOOD VENDORS/ CONCESSIONS?** YES  NO  **OTHER VENDORS?** YES  NO
4. **DO YOU PLAN TO HAVE ALCOHOL SERVED AT THIS EVENT?** YES  NO
5. **WILL ALCOHOL BE SERVED ON PRIVATE PROPERTY AS PART OF THIS EVENT?** YES  NO
6. **WILL YOU NEED ELECTRICITY AND/OR WATER?** YES  NO

**CITY SERVICES REQUIRED?** If needed, please attach a letter indicating all requests for City Services. (see Attachment B)

NO services needed

7. **AN EVENT MAP IS**  **IS NOT**  attached. If your event will use streets and/or sidewalks (for a parade, run, etc.), or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lots that you are requesting to be blocked off.

8. **EVENT SIGNS:** Will this event include the use of signs? YES  NO   
If Yes, refer to Policy 12.8 for requirements, and describe the size and location of your proposed signs: **Please complete a sign illustration / description sheet and include with the application.**

Signs or banners approved by the City of Plymouth for Special Events shall be designed and made in an artistic and workman like manner. THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN.

Signs and/or Banners may be used during the event only. Please refer to Special Event Policy for information related to the installation of banners on Downtown Street Light Poles in advance of event. NO SIGNS ARE ALLOWED IN THE PARK IN ADVANCE OF THE EVENT.

9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)?

YES  NO

If Yes, list the lots or locations where/why this is requested:

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

The Plymouth Good Ellows (organization name) agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Paper Sale (event name) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Plymouth or by third parties, or by the agents, servants, employees or factors of any of them.

Signature Julie Johnson

Date 9/28/2021

Witness \_\_\_\_\_

Date \_\_\_\_\_



**EVENT REVIEW FORM**

<b>MUNICIPAL SERVICES:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	Initial <b>CP</b>
<i>No SERVICES NEEDED</i>				
\$250 Bathroom Cleaning Fee Per Day of Event? <input checked="" type="radio"/> <b>NO</b>				
Labor Costs: \$	<i>0</i>	Equipment Costs: \$	<i>0</i>	Materials Costs \$ <i>0</i>
<b>POLICE:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	Initial <b>JCC</b>
<i>No SERVICES NEEDED</i>				
Labor Costs \$		Equipment Costs \$	<i>0</i>	Materials Costs \$
<b>FIRE:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	Initial <b>JGD</b>
<i>No Services Required</i>				
Labor Costs \$		Equipment Costs \$		Materials Costs \$
<b>HVA:</b>	<input type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	Initial
<b>DDA:</b>	<input type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	Initial <b>SRP</b>
Labor Costs \$	<i>0</i>	Equipment Costs \$		Materials Costs \$
<b>RISK MANAGEMENT:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	Initial <b>MB</b>
Class I - Low Hazard	<i>Cannot be in streets Need Certificate of Insurance Naming City of Plymouth as Additional Insured</i>			
Class II - Moderate Hazard				
Class III - High Hazard				
Class IV - Severe Hazard				

EVENT NAME: \_\_\_\_\_ TOTAL ESTIMATED FEE: \_\_\_\_\_  
 (Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).

SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____	
APPROVED _____	NOT APPROVED _____ DATE _____



# Special Event Application

City of Plymouth  
 201 S. Main  
 Plymouth, Michigan 48170-1637

www.plymouthmi.gov  
 Phone 734-453-1234  
 Fax 734-455-1892

Complete this application in accordance with the City of Plymouth Special Events Policy, and return it to the City Manager's Office at least 21 calendar days prior to the starting date of the event.

**FEES WILL BE CHARGED FOR ALL SPECIAL EVENTS. SEE ATTACHMENT B.**

Sponsoring Organization's Legal Name The Compassionate Friends (TCF)

Ph# 734-778-0800 Fax# \_\_\_\_\_ Email \_\_\_\_\_ Website www.tcflivonia.org

Address Mtg Place:St.Timothy's Church;16700 Newburgh City Livonia State MI Zip 48154

Sponsoring Organization's Agent's Name Catherine Walker Title Event Coordinator

Ph# 248-921-2938 Fax# \_\_\_\_\_ Email catewalker87@aol.com Cell# 248-921-2938

Address 42799 Lilley Pointe Drive City Canton State MI Zip 48187

Event Name The Compassionate Friends Worldwide Candle Lighting

Event Purpose Light candles in honor and memory of all children who have died too soon.

Event Date(s) Sunday, December 12, 2021

Event Times 6:00 pm - 9:00 pm approximately (including set-up & clean-up)

Event Location Kellogg Park in Plymouth,MI

What Kind Of Activities? music, reading poems, candle lighting, reading children's name who died

What is the Highest Number of People You Expect in Attendance at Any One Time? Approx 300-400

Coordinating With Another Event? YES  NO  If Yes, Event Name: Walk of Memory Trees

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)  
We play music before event at about 6:30pm with City of Plymouth music system.  
Event starts at 7pm with special music, reading poems, candle lighting, reading children names who died too soon. Need screen on stage to show names w/pp.  
Bereaved parents,grandparents & siblings view Memory Trees w/ornaments in park.

1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: *(Weddings Ceremonies – Please Review Section 12.2 f.)*  
City Operated  Co-sponsored Event  Other Non-Profit  Other For-Profit  Political or Ballot Issue

2. **ANNUAL EVENT:** Is this event expected to occur next year? YES  NO

If Yes, you can reserve a date for next year with this application (see Policy 12.15). To reserve dates for next year, please provide the following information:

Normal Event Schedule (e.g., third weekend in July):

Second Sunday of December

Next year's specific dates:

December 11, 2022

\*\*\*See section 12.13 for license & insurance requirements for vendors\*\*\*

3. **FOOD VENDORS/ CONCESSIONS?** YES  NO  **OTHER VENDORS?** YES  NO
4. **DO YOU PLAN TO HAVE ALCOHOL SERVED AT THIS EVENT?** YES  NO
5. **WILL ALCOHOL BE SERVED ON PRIVATE PROPERTY AS PART OF THIS EVENT?** YES  NO
6. **WILL YOU NEED ELECTRICITY AND/OR WATER?** YES  NO

**CITY SERVICES REQUIRED?** If needed, please attach a letter indicating all requests for City Services.  
*(see Attachment B)*

Electricity needed. (2) Large Tables; (2) Chairs - Bandshell  
(2) Microphones - Music System

7. **AN EVENT MAP IS**  **IS NOT**  attached. If your event will use streets and/or sidewalks (for a parade, run, etc.), or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lots that you are requesting to be blocked off.

8. **EVENT SIGNS:** Will this event include the use of signs? YES  NO   
If Yes, refer to Policy 12.8 for requirements, and describe the size and location of your proposed signs: **Please complete a sign illustration / description sheet and include with the application.**

Signs or banners approved by the City of Plymouth for Special Events shall be designed and made in an artistic and workman like manner. THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN.

Signs and/or Banners may be used during the event only. Please refer to Special Event Policy for information related to the installation of banners on Downtown Street Light Poles in advance of event. NO SIGNS ARE ALLOWED IN THE PARK IN ADVANCE OF THE EVENT.

9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)?

YES  NO

If Yes, list the lots or locations where/why this is requested:

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10. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that
- a. a Certificate of Insurance must be provided which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.10 for insurance requirements)
  - b. Event sponsors and participants will be required to sign Indemnification Agreement forms (refer to Policy 12.12).
  - c. All food vendors must be approved by the Wayne County Health Department, and each food and/or other vendor must provide the City with a Certificate of Insurance which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.13)
  - d. The approval of this Special Event may include additional requirements and/or limitations, based on the City's review of this application, in accordance with the City's Special Event Policy. The event will be operated in conformance with the Written Confirmation of Approval. (see Policy 12.11 and 12.16)
  - e. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City, and will promptly pay any billing for City services which may be rendered, pursuant to Policy 12.3 and 12.4.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

10/12/2021

Date



Signature of Sponsoring Organization's Agent

**RETURN THIS APPLICATION at least twenty (21) days prior to the first day of the event to: City**

Manager's Office  
City Hall  
201 S. Main Street  
Plymouth MI 48170

Phone: (734) 453-1234 ext. 203



11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

The Compassionate Friends (*organization name*) agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the TCF Worldwide Candle Light (*event name*) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Plymouth or by third parties, or by the agents, servants, employees or factors of any of them.

Signature 

Date 10/12/2021

Witness \_\_\_\_\_

Date \_\_\_\_\_



EVENT REVIEW FORM

EVENT NAME: Compassionate Friends

TOTAL ESTIMATED FEE: \_\_\_\_\_

(Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).

<b>MUNICIPAL SERVICES:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	Initial <u>CP</u>
<u>2 FTE</u> <u>BANDSHEET</u>				
\$250 Bathroom Cleaning Fee Per Day of Event? <input checked="" type="radio"/> <b>YES</b> <input type="radio"/> <b>NO</b>				
Labor Costs: \$	<u>500</u>	Equipment Costs: \$	<u>100</u>	Materials Costs \$ <u>100</u>
<b>POLICE:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	Initial <u>acc</u>
<u>NO SERVICES NEEDED</u>				
Labor Costs \$		Equipment Costs \$		Materials Costs \$
<b>FIRE:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	Initial <u>go</u>
<u>No Services Required</u>				
Labor Costs \$		Equipment Costs \$		Materials Costs \$
<b>HVA:</b>	<input type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	Initial
<b>DDA:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	Initial <u>SBP</u>
Labor Costs \$		Equipment Costs \$		Materials Costs \$
<b>RISK MANAGEMENT:</b>	<input checked="" type="radio"/> <b>Approved</b>	<input type="radio"/> <b>Denied</b>	(list reason for denial)	Initial <u>WB</u>
Class I – Low Hazard Class II – Moderate Hazard <u>Need Certificate of Insurance Naming City of Memphis as Additional Insured</u> Class III – High Hazard Class IV – Severe Hazard				
SITE FEE APPLIED TO ALL EVENTS IS \$100 PER DAY. TOTAL EVENT SITE FEE \$ _____				
APPROVED _____ NOT APPROVED _____ DATE _____				



# Special Event Application

City of Plymouth  
 201 S. Main  
 Plymouth, Michigan 48170-1637

www.plymouthmi.gov  
 Phone 734-453-1234  
 Fax 734-455-1892

Complete this application in accordance with the City of Plymouth Special Events Policy, and return it to the City Manager's Office at least 21 calendar days prior to the starting date of the event.

**FEES WILL BE CHARGED FOR ALL SPECIAL EVENTS. SEE ATTACHMENT B.**

JAG Entertainment LLC

Sponsoring Organization's Legal Name \_\_\_\_\_  
 2488178836 \_\_\_\_\_ james@myjagentertainment.com  
 Ph# \_\_\_\_\_ Fax# \_\_\_\_\_ Email \_\_\_\_\_ Website \_\_\_\_\_  
 Address 127 N. Wixom rd \_\_\_\_\_ Wixom MI 48393  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 James Gietzen  
 Sponsoring Organization's Agent's Name \_\_\_\_\_ Title \_\_\_\_\_  
 2488178836 \_\_\_\_\_ james@myjagentertainment.com  
 Ph# \_\_\_\_\_ Fax# \_\_\_\_\_ Email \_\_\_\_\_ Cell# \_\_\_\_\_  
 Address 127 N. Wixom rd \_\_\_\_\_ Wixom MI 48393  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

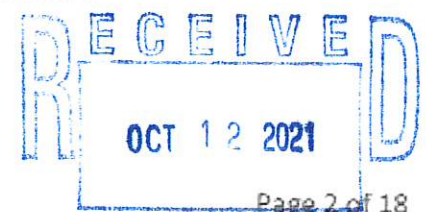
Event Name 40th Annual Plymouth Ice Festival  
 Event Purpose Promote downtown plymouth during the off season  
 Event Date(s) Feb 11th to 13th  
 Event Times Feb 11, 5 to 10. Feb 12, 10 to 10. Feb 13, 10 to 6.  
 Event Location Downtown Plymouth Area

What Kind Of Activities? Ice carvings in front of businesses and in Kellogg park

What is the Highest Number of People You Expect in Attendance at Any One Time? 3000

Coordinating With Another Event? YES  NO  If Yes, Event Name: \_\_\_\_\_

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)  
 - DDA side walks. Small ice carvings in front of businesses  
 - Kellogg park - Few larger ice carvings  
 - Penniman - Food trucks, food vendors and family fun activities  
 - Gathering - Vendors and space for dinning form food vendors





# Special Event Application

City of Plymouth  
201 S. Main  
Plymouth, Michigan 48170-1637

www.plymouthmi.gov  
Phone 734-453-1334  
Fax 734-455-1892

Complete this application in accordance with the City of Plymouth Special Events Policy, and return it to the City Manager's Office at least 21 calendar days prior to the starting date of the event.

### FEES WILL BE CHARGED FOR ALL SPECIAL EVENTS. SEE ATTACHMENT B.

JAG Entertainment LLC

Sponsoring Organization's Legal Name		JAG Entertainment LLC	
Ph#	2488178836	Email	james@myhagementertainment.com
Address	127 N. Wixom rd	City	Wixom
		State	MI
		Zip	48393
Sponsoring Organization's Agent's Name		James Gietzen	
Ph#	2488178836	Email	james@myhagementertainment.com
Address	127 N. Wixom rd	City	Wixom
		State	MI
		Zip	48393
		Title	President
		Cell#	2488637043

Event Name: 40th Annual Plymouth Ice Festival

Event Purpose: Promote downtown plymouth during the off season

Event Date(s): Feb 11th to 13th

Event Times: Feb 11, 5 to 10. Feb 12, 10 to 10. Feb 13, 10 to 6.

Event Location: Downtown Plymouth Area

What Kind Of Activities?: Ice carvings in front of businesses and in Kellogg park

What is the Highest Number of People You Expect in Attendance at Any One Time?: 3000

Coordinating With Another Event? YES  NO  If Yes, Event Name: \_\_\_\_\_

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)

- DDA side walks. Small ice carvings in front of businesses
- Kellogg park - Few larger ice carvings
- Penniman - Food trucks, food vendors and family fun activities
- Gathering - Vendors and space for dinning form food vendors

1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: *(Weddings Ceremonies – Please Review Section 12.2 f.)*

City Operated  Co-sponsored Event  Other Non-Profit  Other For-Profit  Political or Ballot Issue

2. **ANNUAL EVENT:** Is this event expected to occur next year? YES  NO

If Yes, you can reserve a date for next year with this application (see Policy 12.15). To reserve dates for next year, please provide the following information:

Normal Event Schedule (e.g., third weekend in July):

First of secant weekend of February

Next year's specific dates:

Tentative Feb, 6,7 and 8

*\*\*\*See section 12.13 for license & insurance requirements for vendors\*\*\**

3. **FOOD VENDORS/ CONCESSIONS?** YES  NO  **OTHER VENDORS?** YES  NO

4. **DO YOU PLAN TO HAVE ALCOHOL SERVED AT THIS EVENT?** YES  NO

5. **WILL ALCOHOL BE SERVED ON PRIVATE PROPERTY AS PART OF THIS EVENT?** YES  NO

6. **WILL YOU NEED ELECTRICITY AND/OR WATER?** YES  NO

**CITY SERVICES REQUIRED?** If needed, please attach a letter indicating all requests for City Services. (see Attachment B)

Bike Fence est. 500ft, and Trash carts

7. **AN EVENT MAP** IS  IS NOT  attached. If your event will use streets and/or sidewalks (for a parade, run, etc.), or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lots that you are requesting to be blocked off.

8. **EVENT SIGNS:** Will this event include the use of signs? YES  NO

If Yes, refer to Policy 12.8 for requirements, and describe the size and location of your proposed signs: Please complete a sign illustration / description sheet and include with the application.

Signs or banners approved by the City of Plymouth for Special Events shall be designed and made in an artistic and workman like manner. THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN.

Signs and/or Banners may be used during the event only. Please refer to Special Event Policy for information related to the installation of banners on Downtown Street Light Poles in advance of event. NO SIGNS ARE ALLOWED IN THE PARK IN ADVANCE OF THE EVENT.

9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)?

YES  NO

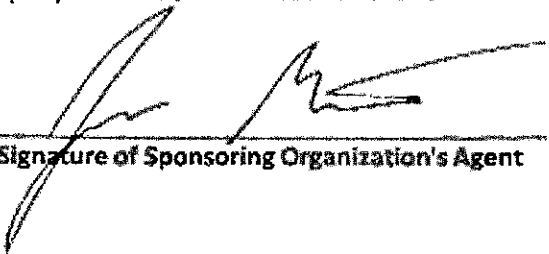
If Yes, list the lots or locations where/why this is requested:

10. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that
- a. a Certificate of Insurance must be provided which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.10 for insurance requirements)
  - b. Event sponsors and participants will be required to sign Indemnification Agreement forms (refer to Policy 12.12).
  - c. All food vendors must be approved by the Wayne County Health Department, and each food and/or other vendor must provide the City with a Certificate of Insurance which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.13)
  - d. The approval of this Special Event may include additional requirements and/or limitations, based on the City's review of this application, in accordance with the City's Special Event Policy. The event will be operated in conformance with the Written Confirmation of Approval. (see Policy 12.11 and 12.16)
  - e. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City, and will promptly pay any billing for City services which may be rendered, pursuant to Policy 12.3 and 12.4.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

10-11-21

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Sponsoring Organization's Agent

**RETURN THIS APPLICATION at least twenty (21) days prior to the first day of the event to: City**

Manager's Office  
City Hall  
201 S. Main Street  
Plymouth MI 48170

Phone: (734) 453-1234 ext. 203

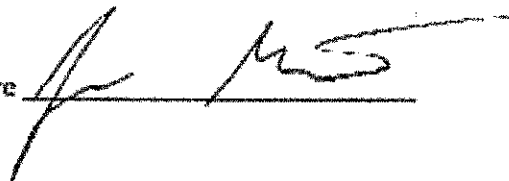


11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

JAG Entertainment LLC

The \_\_\_\_\_ (organization name) agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Plymouth Ice Festival (event name) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Plymouth or by third parties, or by the agents, servants, employees or factors of any of them.

Signature  \_\_\_\_\_  
Witness \_\_\_\_\_

10-11-21  
Date \_\_\_\_\_  
Date \_\_\_\_\_



## Administrative Recommendation

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City of Plymouth  
201 S. Main  
Plymouth, Michigan 48170-1637

www.plymouthmi.gov  
Phone 734-453-1234  
Fax 734-455-1892

To: Mayor & City Commission  
From: Paul J. Sincock, City Manager  
CC: *S:\Manager\Sincock Files\Memorandum - Annual County Right of Way Permits 2022 10-18-21.docx*  
Date: October 13, 2021  
RE: Annual County Right of Way Maintenance Permits A-22119, A-22064, A-22152

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### Background

Each year the City is required to file a new permit for operations within the right of way of the County roadways, namely Sheldon Road, Plymouth Road and Mill Street. The City has water mains and sanitary sewers as well as sidewalks located in the right of way of those roads and our routine and emergency maintenance of those facilities requires that we obtain a permit to complete the work. This is an annual permit process. This year Wayne County has finally put all of our permits into a single Resolution, which saves a lot of paper and time.

Normally, this process is handled at the end of the calendar year or early in January.

The County requires that we have a City Commission Resolution designating the persons authorized to make application to the County for a permit. For the past several years, this has been the City Manager, Municipal Services Supervisors and Police Chief.

We have attached a memorandum from DMS Director Chris Porman which further outlines this permit requirement.

### RECOMMENDATION:

The City Administration recommends that the City Commission authorize the City Manager, Municipal Services Supervisors, and Police Chief to sign the Application and Permit for operations within the County right of way. This will allow the Administration to process the documentation with the County.

We have attached a County prepared proposed Resolution for the City Commission to consider regarding this matter. Should you have any questions in advance of the meeting please feel free to contact me.



## Department of Municipal Services

1231 Goldsmith Plymouth, MI 48170 734-453-7737 phone 734-455-1666 fax

Date: October 13, 2021  
To: Paul Sincock, City Manager  
From: Chris S. Porman, Assistant City Manager/Director of Municipal Services  
Re: Annual Wayne County Permits: A-22064, A-22119, A-22152

### **Background:**

Wayne County has released their permit packages for the Wayne County Roads, which we apply for each year. Roads under the Wayne County system include Mill St, Plymouth Rd, Sheldon, Riverside Dr, & Wilcox. Ann Arbor Road although maintained by the County is under State of Michigan jurisdiction and we will be applying for that permit in a separate action by the Commission, once the permit application is released.

The last two years, Wayne County combined all three permits into one single application, and they are continuing that this year, meaning we only need to take action on one resolution and it will be used for all three permits.

The City is required to file a permit to occupy the right way of County Roads for maintenance purposes. Examples of activities covered under the maintenance permit include: sanitary sewer work, water main work, sidewalk repair/replacement, street sweeping, and salt applications.

While it is not common practice for the City to maintain the Wayne County roads which are within the City limits, it should be noted that we have water main and sanitary sewer mains running under the right of ways. We have had occurrences where we need to complete repair work. It should also be noted that during declared "snow emergency" our crews have applied snow and ice control measures on county roads.

The second permit is pavement restoration, which would occur if needed to replace the road way due to any of our utility work as mentioned in the description of the maintenance permit. This permit also allows our contractors to work to replace sidewalk along the County right of way.

The third permit is for special events which may require temporary closure of county roads. While, the City does not hold Special Events on County Roads, the permit allows for sign installation for Special Events and that is prudent for us.

Website: [www.ci.plymouth.mi.us](http://www.ci.plymouth.mi.us)

email: [dms@ci.plymouth.mi.us](mailto:dms@ci.plymouth.mi.us)

The County now requires that we have a City Commission Resolution designating the persons authorized to make application to the County for a permit. Historically, this has been the City Manager, Municipal Services Supervisors and the Director of Public Safety.

**Recommendation:**

It is my recommendation that this be brought forth to the City Commission for formal action to authorize the City Manager, Municipal Services Supervisors, and the Director of Public Safety to sign the Application and Permits for maintenance, pavement restoration, and special events within the County right of way. This will allow us to proceed with processing the documentation with the County.

Attached is a County prepared proposed Resolution for the Commission to consider regarding the matter. Should you or the Commission have any questions, please feel free to contact me.



*Warren C. Evans*  
*County Executive*

Page 1 of 3

October 4, 2021

City of Plymouth  
1231 Goldsmith  
Plymouth, MI 48170-1637

**RE: A-22064**  
**2022 Annual Permit Package**  
**Wayne County Department of Public Services**  
**Engineering Division – Permit Office**

Attention: Chris Porman

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)

Department of Public Services – Permit Office  
33809 Michigan Avenue, Wayne, MI 48184 ■ Phone (734) 858-2774 ■ Fax (734) 895-6356





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**

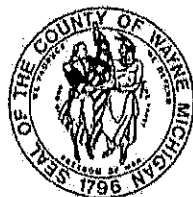
**General Conditions and Limitations of Permits**

**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. <b>A-22064</b>	
ISSUE DATE <b>1/1/2022</b>	EXPIRES <b>12/31/2022</b>
REVIEW No.	WORK ORDER <b>79646</b>

PROJECT NAME  
 CITY OF PLYMOUTH - MAINTENANCE

LOCATION  
 VARIOUS ROADS ( )

CITY/TWP  
 PLYMOUTH

PERMIT HOLDER  
 CITY OF PLYMOUTH  
 1231 GOLDSMITH  
 PLYMOUTH, MI 48170-1637

CONTRACTOR

CONTACT  
 CHRIS PORMAN (734) 453-7737

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.

ALL ACTUAL INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIALS AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED TO THE PERMIT HOLDER.  
 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 VIA FAX (734.595.6356) UNDER THIS PERMIT.

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

FINANCIAL SUMMARY		DEPOSITOR	APPROVED PLANS PREPARED BY
PERMIT FEE	\$0.00	LETTER OF CREDIT DEPOSITOR	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		REQUIRED ATTACHMENTS
INSPECTION DEPOSIT	\$0.00		GENERAL CONDITIONS
OTHER BOND	\$0.00		SCOPE OF WORK AND CONDITIONS FOR MUNICIPAL MAINTENANCE PERMITS
TOTAL COSTS	\$0.00		INDEMNITY AND INSURANCE ATTACHMENT
TOTAL CHECK AMOUNT	\$0.00		SAMPLE COMMUNITY RESOLUTION
CASHIER	DATE		RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT
	1/1/2022		www.waynecounty.com/dps_engineering_cpoffice.htm

(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**

CHRIS PORMAN  
 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  
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.





**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 *MDOF 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 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 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 MDOF 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 required 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.



*Warren C. Evans*  
*County Executive*

October 6, 2021

City of Plymouth  
1231 Goldsmith  
Plymouth, MI 48170-1637

**RE: A-22119**  
**2022 Annual Permit Package**  
**Wayne County Department of Public Services**  
**Engineering Division – Permit Office**

Attention: Chris Porman

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 49184 ■ 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,

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



PERMIT No.  
**A-22119**

ISSUE DATE: 1/1/2022      EXPIRES: 12/31/2022

REVIEW No.      WORK ORDER  
 79359

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

PROJECT NAME  
 PLYMOUTH - PAVEMENT RESTORATION

LOCATION: VARIOUS      CITY/TWP: PLYMOUTH

PERMIT HOLDER: CITY OF PLYMOUTH, 1231 GOLDSMITH, PLYMOUTH, MI 48170-1637

CONTRACTOR: [Blank]

CONTACT: CHRIS PORMAN (734) 453-7737      CONTACT: <BLANK>

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.

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

*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**

CHRIS PORMAN      DATE      PREPARED BY  
 PERMIT HOLDER / AUTHORIZED AGENT

<BLANK>      DATE      VALIDATED BY      DATE  
 CONTRACTOR / AUTHORIZED AGENT



**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 *MDDOT 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 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 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 *MDDOT 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 soil 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.



*Warren C. Evans*  
*County Executive*

October 7, 2021

City of Plymouth  
1231 Goldsmith  
Plymouth, MI 48170-1637

RE: A-22152

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

Attention: Chris Porman

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



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. <b>A-22152</b>	
ISSUE DATE 1/1/2022	EXPIRES 12/31/2022
REVIEW No.	WORK ORDER

PROJECT NAME  
 PLYMOUTH - SPECIAL EVENTS

LOCATION  
 VARIOUS

CITY/TWP  
 PLYMOUTH

PERMIT HOLDER CITY OF PLYMOUTH 1231 GOLDSMITH PLYMOUTH, MI 48170-1637	CONTRACTOR
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CONTACT CHRIS PORMAN (734) 453-7737	CONTACT <BLANK>
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DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, 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) 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	LETTER OF CREDIT DEPOSITOR	PLANS APPROVED BY
PLAN REVIEW FEE	\$0.00		DATE PLANS APPROVED
PARK FEE	\$0.00		1/1/2022
OTHER FEE	\$0.00		REQUIRED ATTACHMENTS
BOND	\$0.00		GENERAL CONDITIONS
INSPECTION DEPOSIT	\$0.00		ANNUAL ROAD SPECIAL EVENTS FOR MUNICIPALITIES
OTHER BOND	\$0.00		ANNUAL BANNER PERMIT ATTACHMENT FOR MUNICIPALITIES
TOTAL COSTS	\$0.00	SAMPLE COMMUNITY RESOLUTION	
TOTAL CHECK AMOUNT	\$0.00	RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT	
CASHIER	DATE	www.waynecounty.com/dps_engineering_cpoffice.htm	
	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		PREPARED BY
CHRIS PORMAN PERMIT HOLDER / AUTHORIZED AGENT	DATE	
<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 issue 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 issue 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 *MDCI 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 MSHA 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 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 its 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 *MDCI 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.

	Chris Poman	Municipal Services Director	or
	Chris Helinski	Municipal Services	or
<b>Name</b>	Adam Gerlach	Municipal Services	or
_____	Steve Faiman	Municipal Services	or _____
	Mike Brindley	Municipal Services	or
	Al Cox	Director of Public Safety	or
_____	Paul Sincock	City Manager	_____

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 \_\_\_\_\_.



## Administrative Recommendation

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City of Plymouth  
201 S. Main  
Plymouth, Michigan 48170-1637

www.plymouthmi.gov  
Phone 734-453-1234  
Fax 734-455-1892

To: Mayor & City Commission  
From: Paul J. Sincock, City Manager  
CC: S:\Manager\Sincock Files\Memorandum - Outdoor Patio extended season 10-18-21.docx  
Date: October 15, 2021  
RE: Outdoor Patio Extended Season Authorization

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### Background

During the pandemic we faced a number of issues, not only as a municipality, but also how we could assist our local retailers and restaurants. The State of Michigan started with the "two weeks to lower the curve," followed by the "stay home, stay safe," to ultimately the closure of indoor dining to a myriad of other orders from the Governor and the various state and county agencies. In response to the ever-changing environment, the DDA developed a number of programs from the weekly drawings for our restaurants, where patrons who were supporting our restaurants by ordering take out or delivery could be entered into a drawing for a \$25.00 Chamber Gift card. This program was extended to the retailers as well. The retail program has been very successful.

The DDA also coordinated a program with the local Rotary Club to put \$10,000 into the downtown business economy through the Shamrock Program. This program got people out of the house to find the shamrocks in downtown Plymouth, once complete you received a downtown gift card for a retailer or a restaurant. The Rotary Club funded the marketing and purchase of gift cards from participating establishments. That program put \$10,000 in cash directly into the hands of retailers and restaurants.

Due to the health emergency the City Commission worked in May of 2020 to allow restaurants and retailers to expand into the parking areas on the streets. This action was ahead of the State catching up and making changes at the Liquor Control Commission to start issuing special permits for on-street expansions. There was also consideration of closing several downtown streets to accommodate "commons areas" for alcohol service that would have been allowed until 2:00 a.m. on the streets. This program was not accepted.

November of 2020, continued to bring more orders from the Governor and State Health Department, which either prohibited or severely limited indoor seating. As a result of a number of emergency orders from State, the City Commission authorized continued use of outdoor patios on the sidewalks through December 31, 2020. The City Commission also created 15-minute parking zones throughout the DDA to



accommodate an increase in take out service. Further, the City Commission authorized a temporary suspension of City Ordinances related to the Special Land Use Requirement (78-102) for the expansion of liquor service on private property and parking requirements related to this expanded use. This authorization for private property was valid through March 31, 2021.

In December of 2020, there were still a number of emergency orders related to and severely limiting restaurant operations. As a result of the continued state emergency orders the City Commission authorized the continued use of outdoor patios on public property to help assist with the emergency orders from the state. The City Commission's authorization for continued patio use on public property through March 31, 2021. Then on April 1, 2021, the regular temporary patio program would start up again.

In addition, the Commission continued the authorization of patios on private property through March 31, 2021, to allow those restaurants time to begin the process of compliance with City Ordinances related to expansion square footage of liquor service at their establishments.

Those with extended patios on private property continued to receive extensions to comply with City Ordinances and over the past few months some of them have received or are currently going through the Planning Commission and other approvals for their expanded areas. They either have completed or are completing this approval process at significant cost to their business. All patios on private property who are not going through the approval process are expected to clear the expanded areas on or before November 1, 2021.

Over this past winter the City Commission authorized expanded patio seating into the streets for a second spring/summer as a result of additional orders that were still coming down from the state at that time. It was unknown "what the rules would be" in the spring and summer of 2021 and based on the emergency orders from the state, the City Commission again allowed extended patios on the street.

During approximately this same time frame the DDA was involved in a Master Planning process and there was some draft concept discussion on expanding seating or permanent public areas on the street that would be used by the restaurants during "the season" and by others during the rest of the year. The city has re-engaged Wade Trim to further develop some concepts in a little more detail for future review by the DDA and City Commission.

Now there is a request by some downtown restaurants and supported by the DDA Board to authorize sidewalk patios until March 31, 2022. This in effect takes the temporary outdoor dining program to a year-round program due to the fact that we would continue with the program on April 1, 2022. There may be unintended consequences with this expansion to year-round service. There may be issues related to special land use requirements, historical and parking requirements that the City Commission/Planning Commission/Historic District Commission may have to address. Since there are no emergency orders coming down from the state or the county health departments at this time and neither group seems willing to enact previous type orders at this time. As a result, we may be hard

pressed to violate our own Ordinances and potentially state law to create these year-round patios. There may be a number of legal or unintended consequences of the year-round expansion of private use of public property. City Attorney Marzano and I have had preliminary discussions related to this issue.

Another issue is related to weather, as you know the City and the DDA have a fairly aggressive program for snow and ice control in the DDA. Using a private contractor for the sidewalks and the DMS for streets, as well as stockpiling and hauling snow out of the DDA. Those participating with outdoor winter patios on public property would be responsible for snow and ice control on their patio areas. The question becomes what do they do with the snow after the contractor and city have completed their work? If they push it to the street across the public areas, does this create a need for additional removal or ice control? In addition, we anticipate that the restaurants will need to include and name both the City and the city's private contractor on their insurance policy to indemnify, defend, and hold harmless both the City and the contractor.

During the discussion on the DDA Board motion related to this topic on October 11<sup>th</sup>, there was an initial discussion related to extending the sidewalk patios through December 31<sup>st</sup>, that discussion then expanded the timeline through January, then through the Ice Festival and finally through March 31, 2022. The DDA Board ultimately supported extending the sidewalk patios through March 31, 2022, which would allow the "new" patio season to start on April 1, 2022. There was also brief discussion related to the letter from the U.S. Department of Justice, Eastern District of Michigan related to ADA compliance to *"ensure that all dining areas and routes to such areas are accessible."* This would most likely limit the number of patio seats available, when you consider the tables, chairs, and patio heaters, as well as existing streetscape features.

There are vast differences between the winter of 2020 and the upcoming winter of 2021. The biggest difference is the lack of orders closing restaurant indoor service. The fall and early winter of 2020 had people starting to re-engage restaurants, but through outside service and take out service.

Realistically, during the winter, patio use is fairly limited with the exception of perhaps Friday and Saturday nights. When patios are vacant it presents a visual of our overall business community. This visual may also be affected by delayed snow removal on patios when restaurants are closed.

Creating what will effectively be a year-round patio program that may or may not conflict with other Ordinances of the City could present a number of legal issues. This is especially the case when you have establishments who have gone through or are going through approval processes as required by Ordinance. Before creating a year-round program, it would be prudent to have an extensive legal and administrative review of Ordinances and policies to clarify issues and to make what could be necessary Ordinance changes.

In addition, there is a need to again confirm the end date of private patios on private property. The City Commission is aware that the City has sent monthly letters to business owners with patios on private property indicating that they will have to be removed on or prior to November 1, 2021. We would

suggest that if a business has started the process to gain approvals for that patio, that they be allowed to continue the use of the patio pending the outcome of "their" process.

As additional background, we have attached a copy of a memorandum from Sam Plymale of the DDA related to this matter, which includes a copy of the motion that the DDA Board approved on October 11, 2021. In addition, we have attached a letter received in August from the U.S. Department of Justice related to ADA compliance on patios and in restaurants.

## **Recommendation**

The DDA Board has recommended allowing outdoor patios on the public sidewalks through March 31, 2022, with the new patio program starting April 1, 2022. However, for a number of legal issues as well as a lack of emergency orders from the state, the City Administration recommends that the City Commission extend the availability of sidewalk patios through December 31, 2021. Further, if restaurants want to use outdoor patios during the Ice Festival, they should meet with the organizers of the event to become a part of the event and develop the plan for that particular event.

There are no current emergency orders that severely limit indoor service at restaurants this winter. The extension of public sidewalk patios through December 31, 2021, allows for a clear break in the patio season and it allows the patios to remain temporary under the terms of our Ordinances. We would still need to complete some "behind the scenes" administrative work to include, but not be limited to completing insurance processing, ADA compliance, fees, snow agreements and to document all of this in our files.

Related to the patios located on private property, the City has been regularly notifying establishments on a monthly basis they would be required to stop use of private property patios on or before November 1, 2021. We would recommend that any establishment that has already started the process for the Ordinance required approvals, that they be allowed to continue pending the outcome of "their" approval process.



## Memo

**To:** Paul Sincock, City Manager  
**From:** Sam Plymale, DDA Coordinator  
**CC:**  
**Date:** 10/13/2021  
**Re:** 2021-22 Patio Season Extension Recommendation

At its October 11, 2021 regular board meeting, the City of Plymouth Downtown Development Authority Board had a robust discussion about the potential extension of the 2021-2022 patio season. Many restaurant owners had approached City leaders over the past couple months about the possibility of extending the patio season due to the success of cold weather outdoor dining last fall and winter. The City did allow restaurants to keep their patios up during last fall and winter due to indoor capacity issues stemming from Emergency Health Orders issued by the State of Michigan relating to the COVID-19 pandemic. The City's current Outdoor Dining Policy states that restaurants are allowed to apply for an Outdoor Dining Permit on public sidewalk areas from April 1 through November 1.

During last Monday's DDA Board Meeting there was much discussion about the length of the potential extension. The DDA Board ultimately passed a formal recommendation to the City Commission to extend the patio season until March 31, 2022. This extension recommendation is only for sidewalk patios on public areas only and does not include the extended on-street patios or extended patios on private property. As part of the passed recommendation, the DDA recommended that any restaurant that uses a patio during the outlined extension timeframe be required remove snow inside patio areas by following proper City guidelines and also be required to power wash their patios monthly during the extension timeframe.

The resolution passed at the Monday, October 11 DDA Board Meeting is below.

## RESOLUTION

The following Resolution was offered by Director O'Neil and seconded by Mayor Wolcott.

WHEREAS outdoor dining in Downtown Plymouth adds to the vibrancy and success of the downtown, and

WHEREAS the current Outdoor Dining Policy allows downtown restaurants to apply for patios on the sidewalks adjacent to their restaurants between April 1 and November 1, and

WHEREAS many downtown establishments had success with extending the outdoor dining season between November 1, 2020 and March 31, 2021, and

WHEREAS some restaurants have indicated a desire to expand patio season through March 31, 2022, and

WHEREAS restaurants would be required to remove snow from their patio areas and conduct monthly power washes during an extension of outdoor patio season.

NOW THEREFORE BE IT RESOLVED THAT the Downtown Development Authority recommends to the Plymouth City Commission that the current outdoor dining season on public areas be extended through March 31, 2022. This extension will only be available to sidewalk patios outlined in the City's Outdoor Dining Policy and does not apply to current on-street extended patios or patios on private property.

MOTION PASSED 10-0



## U.S. Department of Justice

United States Attorney's Office  
Eastern District of Michigan

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*Susan K. DeClercq*  
Assistant United States Attorney

211 W. Fort Street, Suite 2001  
Detroit, Michigan 48226  
Telephone: (313) 226-9100  
Facsimile: (313) 226-3271  
E-Mail: [susan.declercq@usdoj.gov](mailto:susan.declercq@usdoj.gov)

August 13, 2021

### **Re: Americans with Disabilities Act Obligations for Outdoor Dining Areas**

Dear Municipal Colleague:

We are aware that in response to COVID-19 pandemic restrictions, many local municipalities have allowed restaurants to expand their outdoor dining spaces onto streets, sidewalks, and parking lots. We are writing today to simply remind municipalities and any restaurant within your jurisdiction that the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§12101 *et seq.*, applies to all restaurant dining spaces, including outdoor areas.

Under the ADA, restaurants must ensure that all dining areas and routes to such areas are accessible. A portable ramp can be used to create an accessible path of travel from the restaurant building/sidewalk to the outdoor dining area if an outdoor dining space is placed in the street below curb level. Indoor and outdoor seating must include tables that are accessible to a person using a wheelchair, and tables must be arranged far enough apart so that a person using a wheelchair can maneuver around them while other diners are seated.

In addition, municipalities, who often must approve the use or expansion of outdoor dining, must ensure that outdoor dining areas do not obstruct the accessible path of travel on sidewalks. Specifically, outdoor dining spaces must not block access or reduce the width of nearby sidewalks to less than 36 inches. Additionally, outdoor dining spaces should not reduce the availability of accessible parking spaces in streets and parking lots.

We encourage you to consider and discuss the obligations of the ADA with any restaurant within your jurisdiction that seeks to create or expand an outdoor dining area. The U.S. Attorney's Office for the Eastern District of Michigan is committed to enforcing the Americans with Disabilities Act. This letter summarizes only a few of the ADA's requirements. Additional useful technical assistance on the ADA's requirements, including a detailed discussion of the ADA's requirements applicable to state and local governmental entities and public accommodations, such as restaurants, can be found at [www.ada.gov](http://www.ada.gov).



Please contact us on the U.S. Attorney's Office Civil Rights Hotline, (313) 226-9151, if you have any questions or concerns. We hope that the warmer weather allows all diners in the Eastern District of Michigan to safely enjoy good food and friends at their favorite local restaurants.

Very truly yours,

SAIMA S. MOHSIN  
Acting United States Attorney



SUSAN K. DeCLERCQ  
Assistant U.S. Attorney  
Civil Rights Unit, Chief

R E S O L U T I O N

The following Resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

- WHEREAS The City of Plymouth has several outdoor patios for local restaurants.  
These spaces are immensely popular in the spring and summer months, and
- WHEREAS The State of Michigan has previously issued numerous emergency orders  
Related to Covid-19 and those orders have been expiring, and
- WHEREAS The City Commission is aware that some restaurants would like to  
Continue outdoor patio service, and
- WHEREAS The City Commission has previously authorized regular temporary  
Outdoor Patio service as matter of policy, and
- WHEREAS When the State of Michigan was issuing a number of emergency orders  
Which closed or severely limited indoor dining options the city  
Commission authorized an emergency extended patio season, and
- WHEREAS There is a desire to continue to allow the temporary restaurant patios  
To continue to operate beyond the normal season end date of  
October 31, 2021.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the City Administration to allow the use of outdoor patios, with no temporary structures or coverings on public property through December 31, 2021. Under this temporary extension of the seasonal patios the regulations shall clearly state and require that the restaurants be responsible for snow/ice removal in and outside of the patio areas, including the public walkways. Further, that the City and its contractors shall be identified, and held harmless for incidents on public property and shall be named as an additional insured on the establishment's insurance policy.

BE IT STILL FURTHER RESOLVED THAT the City Commission has previously authorized temporary approval for outdoor patio use for restaurants on private property through November 1, 2021. For any establishment that has applied and is in process of a permanent approval for outdoor patio use on private property, will be allowed to continue under the temporary approval pending the final outcome of the city's process. All others must vacate their private property outdoor space on or by November 1, 2021.



## Administrative Recommendation

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City of Plymouth  
201 S. Main  
Plymouth, Michigan 48170-1637

www.plymouthmi.gov  
Phone 734-453-1234  
Fax 734-455-1892

To: Mayor & City Commission  
From: Paul J. Sincock, City Manager  
CC: S:\Manager\Sincock Files\Memorandum - Architectural Services P.C.C. Bathrooms 10-18-21.docx  
Date: October 13, 2021  
RE: Architectural Services Contract – Cultural Center Bathrooms

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### Background

The City Commission is aware that the city is in process of being awarded a \$250,000 grant from the State of Michigan through Representative Matt Koleszar for improvements to the bathrooms at the Plymouth Cultural Center. This grant will help make the two of the bathrooms on the meeting room side of the building ADA compliant. This project was "earmarked" in the recently adopted State Budget as a part of P.A. 87 of 2021, section 1096 where it states:

*(119) From the funds appropriated in part 1 for Michigan enhancement grants, \$250,000.00 shall be awarded to a cultural center located in a county with a population greater than 1,800,000 and in a city with a population of between 9,100 and 9,200 according to the 2010 federal decennial census to improve infrastructure compliance with the Americans with disabilities act.*

In order to start the process moving forward we will need to enlist the services of an architect. The original building architect, as well as for the expansion project was NSA out of Farmington Hills. They are also the firm that prepared the initial construction estimates for this project. They are proposing a design fee of \$24,000 for the bathroom projects and \$8,000 for construction phase.

We would suggest that this be approved to move forward while the State of Michigan sets the final rules for the grants. There is a tremendous amount of behind-the-scenes design work that needs to be completed prior to bidding and the sooner that we can get that moving the better for the overall project.

We have attached a memorandum from Steve Anderson which further outlines this project.

### Recommendation

We have attached a proposed Resolution for the City Commission to designate NSA Architecture of Farmington Hills as designated architect for the Plymouth Cultural Center and authorizes \$24,000 for professional Services Fees for Design Phase Services and an additional \$8,000 for Construction Phase Services for improvements to the Plymouth Cultural Center bathrooms.

If you have any questions regarding this matter, please feel free to contact me.



# CITY OF PLYMOUTH

www.plymouthmi.gov

Recreation Department  
Plymouth Cultural Center  
525 Farmer  
Plymouth, MI 48170

Phone 734-455-6620

## Memo

**To:** Paul Sincock, City Manager  
**From:** Steve Anderson, Recreation Director *SA*  
**CC:**  
**Date:** Oct. 12, 2021  
**Re:** NSA Professional Services Contract – ADA Compliance Project

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As you are aware, the City of Plymouth has recently been awarded a \$250,000.00 grant from the State of Michigan for Americans with Disabilities Act (ADA) compliance updates for the Cultural Center. In addition, there is a possibility of more funding for ADA compliance coming from the Federal Government that is currently listed within pending legislation.

With advance notification in April of possible funding, City Staff contacted NSA Architecture of Farmington Hills, MI (formally known as Nordstrom Sampson and Associates) about available options for these greatly needed updates. NSA Architecture was the original architects of the Cultural Center as well as the contractor for 2002 arena locker room expansion project. With NSA already having all design aspects of the building as well as the knowledge of the structural, electrical, plumbing and HVAC, they seemed the logical vendor for this advice.

The City Staff requested NSA to do a high-level ADA accessibility assessment of the Cultural Center. This would give us a good idea of what structural obstacles we may face, as well as some rough cost estimates. Basically, we wanted to hit the ground running as fast as we could, if funding became available.

Now that we know that we know the City has \$250,000.00 coming from the State of Michigan, we would like to begin the actual design and construction phase of the ADA compliance project. The City Staff feels that NSA is the logical choice to provide this service considering their intensive knowledge of the facility. We have asked them to present a professional services proposal for the project. These design, construction and planning costs are covered within the State Grant Funding. In short, this will not be an out of pocket expense for the City.

In summation of the proposal, NSA has offered a few different options that can give us some flexibility on this project. We believe that accepting the Design Services Alternate Plan (Part 1 Alternate) gives us the greatest flexibility so we can pivot to a multi-phase project in case additional Federal ADA compliance funding is awarded later. This Design Phase Service is listed at \$24,000.00

Additionally, we would recommend also accepting the Construction Phase Services (Part 2) proposal. This pertains to the actual bidding of the project and supervision of the on-site construction. This is obviously a critical service to take advantage of based on our current department staffing levels. This Construction Phase Service is listed at \$8,000.00

We would like to express our gratitude to the State of Michigan for this grant. Additionally, we would like to point out the great work of our State Representative, Matt Koleszar. Without his assistance and determination, this project would not have become possible.

We would like to recommend that the City Commission accept "Part 1 Alternate" and "Part 2" as listed in professional services proposal from NSA Architecture of Farmington Hills, MI for the ADA Compliance Project at the Plymouth Cultural Center in the amount of \$32,000.00

If you have any questions, please feel free to contact me at any time.



06/07/21 - Original  
10/12/21 - Revised

City of Plymouth  
Plymouth Cultural Center  
525 Farmer  
Plymouth, Michigan 48170

Attention: Mr. Steve Anderson  
Recreation Director

Reference: Professional Services Proposal  
Plymouth Cultural Center Toilet Room Renovations  
Design & Construction Phase Services

Dear Steve,

NSA Architecture (NSA) is pleased to present this revised Professional Services Proposal for "Design & Construction Phase Services" related to the proposed Toilet Room Renovations at the Plymouth Cultural Center (PCC).

#### **PROJECT UNDERSTANDING**

Based upon the findings of the previously completed Accessibility Assessment Study (Study), the PCC has elected to proceed with the recommendations contained therein for the two sets of toilet rooms referred to as Toilet Set-A and Toilet Set-B.

While the actual cost of the proposed renovations will be dependent upon final material selections, the manner in which the construction of the two sets of toilet rooms will be phased or sequenced, and the range of "alternates" the PCC elects to accept, the estimated cost of construction for both sets of toilet rooms as provided in the Study is projected to be in the range of \$400,000.

Upon completion of construction, the existing public toilet rooms will be compliant with the Americans with Disabilities Act (ADA) and Chapter 11 - Accessibility of the Michigan Building Code (MBC).

#### **Update:**

The City of Plymouth was recently informed that it had received an Enhancement Grant from the State of Michigan in the amount of \$250,000 which should be adequate to fund one of the two sets of toilet room renovations. Accordingly, the City anticipates moving forward with only one toilet room renovation at this time.

#### **BASIC SERVICES**

As previously discussed, NSA proposes to provide the Design & Construction Phase Services in two (2) parts as generally described below.

##### Part 1 – Design Phase Services

Following the recommendations contained in the Study, NSA will prepare Contract Documents (construction drawings and specifications) for "one of the two toilet room sets" to be used for competitive bidding, securing a general building permit, and construction.



Based upon the proposed scope of work, the elements to be incorporated in the Contract Documents will include the following:

- Demolition documentation
- Architectural documentation
- Mechanical (HVAC) documentation
- Electrical documentation
- Plumbing documentation
- Limited number of bid alternates

#### Part 2 – Construction Phase Services

Upon the completion of the Part 1 - Design Phase Services, NSA will assist the PCC with Bidding and Construction Administration Services on an "on-call/as-needed" basis.

While the PCC may be interested in engaging NSA to provide additional support, the range of Bidding and Construction Administration Services that NSA would normally provide include the following:

#### Bidding Services

- Assist the PCC in obtaining competitive bids from qualified contractors
- Participate in a pre-bid meeting with interested contractors
- Answer questions received from contractors during the bidding process
- Assist the PCC in reviewing the bids received
- Assist the PCC in drafting an Agreement with the selected contractor

#### Construction Administration Services

- Participation in regularly scheduled team meetings throughout construction
- Weekly site visits to observe the status of construction
- Respond to the contractor's Requests For Information (RFIs)
- Review and processing of the contractor's submittals
- Review and certification of the contractor's Applications for Payment
- Final review of the completed construction (punch list)
- Assistance in project close-out

### **COMPENSATION**

Given the phased nature of the project and the potential gap between the completion of Design and the commencement of Bidding and Construction activities, NSA proposes that compensation be structured in the following manner.

#### Part 1 – Design Phase Services

NSA proposes to provide the Design Phase Services "for one of the two toilet room sets" on a fixed-fee, lump-sum basis in the amount of **Nineteen Thousand Two Hundred Dollars (\$19,200)**, including all project related expenses.

#### Part 1Alt – Design Phase Services Alternate

As an Alternate, NSA proposes to provide the Design Phase Services "for both toilet room sets" on a fixed-fee, lump-sum basis in the amount of **Twenty-four Thousand Dollars (\$24,000)**, including all project related expenses. While Construction Documents will be prepared for both toilet room sets, prospective contractors will be directed to submit bids for only one toilet room set.

#### Part 2 – Construction Phase Services

NSA proposes to provide the Construction Phase Services as described herein on an hourly-basis with an "estimated" not-to-exceed amount of **Eight Thousand Dollars (\$8,000)**, including all project related expenses. All hourly-based services will be invoiced in accordance with NSA's Standard Rate Table included herein.

At the option and request of the PCC, NSA can provide a fixed-fee, lump-sum price for Construction Phase Services once the timing and details of the Bidding and Construction process have been established/finalized.



#### **CLARIFICATIONS**

In addition to the brief descriptions provided herein, the Basic Services Fee is based upon the clarifications listed below. Please review these items carefully as they are intended to provide further clarity regarding the scope of work and services to be provided.

- The scope of services does not include an assessment of the capacity of existing utilities or incoming services.
- The scope of services does not include destructive investigations of wall and/or ceiling construction.
- The scope of services does not include performing Hazardous Materials investigations.

#### **SCHEDULE**

NSA is prepared to commence work within two (2) weeks following acceptance of this proposal and upon receiving Authorization to Proceed.

Part 1 - Design Services described herein can be completed within four (4) weeks following commencement of the work.

The duration of Part 2 - Construction Phase Services is yet to be determined and will be dependent upon the nature of the bidding process and the manner in which the PCC elects to complete the renovations of the toilet rooms (concurrently or sequentially).

#### **ADDITIONAL SERVICES**

During the course of the project, it may become necessary for NSA to provide services that are not currently contemplated or as provided for in this proposal. Requests for all Additional Services will be documented by NSA (if given verbally), and the work will commence upon approval of an estimated fee for the specific effort. Examples of potential Additional Services include the following:

- Requests for changes and/or revisions to previously approved or completed work.
- Revisions to the project scope or budget.
- Revisions to the scope of Basic Services as provided herein.
- Requests for work to be provided on an overtime or accelerated basis.
- Interruptions, delays and/or developments to the project that result in the disruption of our services or that cause our work to be completed in an un-uniform manner.
- Services of specialty consultants that have not been included as a part of Basic Services.

#### **INVOICING**

Invoices will be prepared monthly based upon the percentage of work completed and are due within 30 days from the date of the invoice.

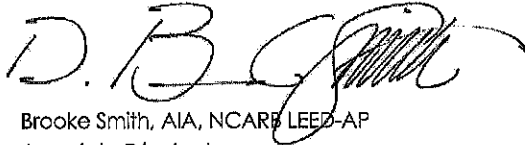
#### **FORM OF AGREEMENT**

This proposal is intended to serve as a basis for establishing the basic terms, conditions, and scope of services to be provided in conjunction with the proposed Design & Construction Phase Services. Upon award, NSA proposes to utilize a modified version of an AIA B101-2017 Standard Form of Agreement Between Owner and Architect as the final Agreement. We would anticipate working out the details of the Agreement with the PCC upon selection.

As a leading professional services firm, NSA strives to provide our clients with a range of high value services that provides a balance between your strategic planning needs and your financial constraints. Please know that we are fully prepared to work with you to adjust the scope of services and fee as needed.

Thank you again for your consideration of NSA. Please feel free to contact me by phone or email if you have any questions regarding this proposal or if you would like to discuss any aspects of the project.

Sincerely,  
**NSA Architecture**



Brooke Smith, AIA, NCARB LEED-AP  
Associate Principal  
M (248) 310-1997  
E bsmith@nsa-architecture.com

CC: Michael Serciuk

Approved by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/ Title

\_\_\_\_\_  
Date

## STANDARD RATE TABLE

NSA Architecture	Hourly Rate	Upcharge/Markup
<b>Architecture &amp; Interior Design</b>		
Principal	195.00	NA
Associate Principal	175.00	NA
Senior Project Manager	155.00	NA
Project Administrator	135.00	NA
Field Administrator	105.00	NA
Senior Architect	145.00	NA
Architect	125.00	NA
Junior Architect	115.00	NA
Intern Architect	95.00	NA
Senior Interior Designer	130.00	NA
Interior Designer	110.00	NA
Junior Interior Designer	95.00	NA
Senior CAD Operator / Designer	85.00	NA
CAD Operator / Designer	70.00	NA
Senior Administrative Staff	65.00	NA
Administrative Staff	55.00	NA
<b>Reimbursable Expenses</b>	<b>Rate</b>	<b>Upcharge/Markup</b>
Reproductions	Net Cost	Subject to a 10.0% markup
Office Supplies	Net Cost	Subject to a 10.0% markup
Permit & Application Fees	Net Cost	Subject to a 10.0% markup
Postage and Shipping	Net Cost	Subject to a 10.0% markup
Out-of-Town Travel	Net Cost	Subject to a 10.0% markup
Meals	Net Cost	Subject to a 10.0% markup
Parking	Net Cost	Subject to a 10.0% markup
Mileage	IRS Rate	Subject to a 10.0% markup

CONFIDENTIAL

## STANDARD RATE TABLE

### NOTES

1. The labor rates contained herein represent the 2021 Standard Billing Rates for the NSA Architecture and are subject to annual adjustments up to 3.0% over the course of the Contract term.
2. Specialty Services and/or Consultants, if required, we be invoiced at cost and subject to a 5.0% markup.
3. Requests to perform work on an overtime or accelerated basis will be invoiced at a multiple of 1.5 times the Standard Bill Rates that are in place at that time.
4. Invoices will be submitted on a monthly basis. Payments shall be issued Net 30 days from receipt and acceptance of invoices.

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# RESOLUTION

The following Resolution was offered by \_\_\_\_\_ and seconded by

WHEREAS The City of Plymouth owns and operates a facility named the Plymouth Cultural Center for the health and welfare benefit of the community,  
And,

WHEREAS There is a need to make the restroom facilities in the building compliant With Federal Americans with Disabilities Act, especially in the case of Restroom use, and

WHEREAS All voting in elections takes place at the Plymouth Cultural Center and There is a need to ensure that there are accessible bathrooms for voters And those working the voting polls, and

WHEREAS The State of Michigan has authorized a Michigan Enhancement Grant In the amount of \$250,000 as a part of P.A. 87 of 2021, Section 1096 for The City of Plymouth for improvements to infrastructure.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize Design Phase Services in an amount of \$24,000.00 for improvements to the bathrooms at the Plymouth Cultural Center. In addition, an amount not to exceed \$8,000.00 for Construction Phase Services for this project. The authorizes a professional services contract with NSA Architecture of Farmington Hills, Michigan for this project.



## Administrative Recommendation

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City of Plymouth  
201 S. Main  
Plymouth, Michigan 48170-1637

www.plymouthmi.gov  
Phone 734-453-1234  
Fax 734-455-1892

To: Mayor & City Commission  
From: Paul J. Sincock, City Manager  
CC: S:\Manager\Sincock Files\Memorandum - Pedestrian Improvements RRFB Lights 10-18-21.docx  
Date: October 14, 2021  
RE: Pedestrian improvements - RRFB Crossing Lights

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### Background

The City Commission has adopted a Strategic Plan that calls for improvements in the quality of life and continuous infrastructure improvements. Further, the City Commission has adopted a Master Plan which calls for improvements to sidewalks and walkability. The City Commission previously authorized improvements to intersections at Harvey and Penniman, as well as Ann Arbor Trail and Harvey. In addition, the Commission authorized a mid-block connection on Harvey at the Tonquish Creek, which includes a crosswalk and pedestrian refuge island on Harvey. Those improvements are all under construction at this time.

In accordance with the City Commission's plans, our City Engineer also looked at how we can improve pedestrian safety in some other areas of the City. The Engineer looked at using Rectangular Rapid Flashing Beacon (RRFB) pedestrian activated lights at several intersections. These would be similar to the RRFB lights at Main and Hartsough. Further, the DDA Board recommended a specific location in the downtown. It should be noted that when we install RRFB lights we will also be required to come into compliance with the American Disabilities Act (ADA), which may cause some sidewalk ramp improvements at these locations.

The City Engineer is suggesting the following locations for RRFB lights:

- Ann Arbor Trail at Evergreen (east leg)
- Penniman at Evergreen (east leg)
- Ann Arbor Trail at Forest (east leg – east of island)
- Starkweather Street at Liberty (north leg)
- Main Street mid-block between Ann Arbor Trail and Penniman (DDA Recommendation)

We have attached a letter from the City Engineer related to this project and he suggests a budget of \$300,000 to \$325,000 for all intersections as noted above. There may be some variance in that cost depending on the ADA access at some intersections. Funding for this project could come from the City's

Road Bond and Road Construction projects and potentially the DDA for those streets within the DDA. Installation would most likely be in the spring/summer of 2022, due in part to supply chain issues. The units would be solar powered, just like on Main Street at Hartsough.

### **Recommendation**

As recommended by the City's Strategic Plan and Master Plan, that the City shall make pedestrian improvements to assist in walkability and safety in the community. Those improvements shall incorporate five intersections where Rectangular Rapid Flashing Beacon (RRFB) lights be installed as suggested by the City Engineer and the City's DDA.

We have attached a proposed Resolution for the City Commission to consider regarding this matter. This authorization will be for the City Engineer in an amount not to exceed \$39,000 for engineering design services fees.

Should you have any questions in advance of the meeting please feel free to contact me.





Wade Trim Associates, Inc.  
25251 Northline Road • Taylor, MI 48180  
734.947.9700 • www.wadetrim.com

October 11, 2021

City of Plymouth  
201 South Main Street  
Plymouth, MI 48170

Attention: Mr. Paul Sincock, City Manager

Re: Proposal for Rectangular Rapid Flashing Beacon (RRFB)  
Design Services at Five Locations

Dear Mr. Sincock:

Thank you for the opportunity to provide this design services proposal for new rectangular rapid flashing beacons (RRFB) at five locations in the City of Plymouth. We have prepared a brief description of our proposed Scope of Services, Schedule, and Fee, as well as a preliminary construction cost based on our experience with the RRFB that was installed at Main Street and Hartsough in 2020. The five locations listed below were selected as they are all major streets that have some distance between signalized crossings with the exception of a mid-block crossing on Main St. between Ann Arbor Trail and Penniman. That was identified at a Downtown Development Authority meeting by the board. All of the intersections could be well served by RRFB devices as an enhanced safety measure for pedestrian crossing. They would not meet the standards for an all way stop, nor a traffic signal, but can certainly be aided with RRFB technology.

### Scope of Services

The design scope for this project entails the preparation of RRFB and sidewalk ramp plans at the following five pedestrian crossing locations:

1. Ann Arbor Trail and Evergreen Street (east leg)
2. Evergreen Street and Penniman Avenue (east leg)
3. Ann Arbor Trail and Forest Avenue (east leg)
4. Starkweather Street and Liberty Street (north leg)
5. Main Street mid-block island between Ann Arbor Trail and Penniman

For the purposes of this proposal, it is assumed that the RRFBs will utilize solar power. The RRFB plans will be developed using topographic survey collected by Wade Trim surveyors prior to the design work. We will collect detailed survey information, including right-of-way and all data necessary for ADA sidewalk ramp design. We will also request record drawings from area utility companies to obtain information on their facilities at the project locations.

Where existing sidewalk conditions do not allow for an ADA-complaint pushbutton placement, the sidewalk will be re-graded/re-constructed accordingly. Pedestrian pushbutton placement for the RRFBs will be coordinated with the development of sidewalk grading details in order to prepare an ADA-compliant design.

The RRFB plan sheets will include installation plans, installation cabling diagrams, materials lists, and wattage calculations. The ADA sidewalk ramp plans will include a removal and construction sheet, along with detailed grade sheets. A title sheet, legend sheet, notes sheet, and RRFB detail sheets will also be provided, as well as special provisions for construction and an Engineer's Estimate.

During the design phase, a preliminary set of plans will be provided to the City for review before we finalize the drawings. We will also meet with the City in the field to review the proposed locations of the RRFBs so that all concerns can be addressed prior to finalizing the design. Review comments will be incorporated into the final plans.

The plans will serve as a standalone bid set, which we anticipate will be given to Rauhorn Electric and the Pro-line team to obtain a complete construction cost proposal, similar to the way the 2020 installation was performed. Once received, we will prepare a complete construction phase recommendation for consideration by the City.

Our Scope of Services does not include performing any warrant studies or traffic analyses. If requested, Wade Trim can perform these services for an additional fee. Construction phase services are not part of this proposal and will be provided once the design and actual construction cost have been determined.

### Tentative Project Schedule

The City may recall that the RRFB that was installed in 2020 at the corner of Main and Hartsough required many weeks for the equipment to be procured and painted to match the City's desired color. We anticipate that this will be the case again this year and would expect approximately 16 weeks from the time they are ordered. Our goal will be to complete the design work prior to January 2022, so that the equipment can be ordered and they can be installed during the construction season in 2022.

### Design Services Fee

We propose to complete the RRFB design services, as outlined in this proposal, on an hourly basis for a Not to Exceed Fee, estimated at **\$39,000** (detailed below).

Project Management	\$ 2,500
Survey	\$ 8,500
RRFB Design Services	\$24,000
<u>Coordination with Contractors</u>	<u>\$ 4,000</u>
Total Design Services Fee Estimate	\$39,000

### Preliminary Construction Budget

In 2020, the RRFB that was installed at Main and Hartsough was completed for approximately \$40,000 in combined equipment, foundation installation, and finish concrete. We anticipate that each of the five locations will cost a similar amount, with the two downtown locations likely the most expensive due to additional brick paver work that may be required. Due to the width of the island on Main Street, we envision two sets of RRFBs will be installed at this location. We are therefore recommending that the City budget approximately \$300,000 to \$325,000 to complete the work at all five locations, including the design services phase and construction phase engineering support. We will refine and verify this estimate as we complete the design process and obtain construction costs from the contractors.

We are prepared to proceed with the design services at the five locations following your authorization. As always, we will invoice monthly for effort completed during the period. All effort will be invoiced in accordance with our current Rate Schedule. If additional services are required, we will notify the City Manager immediately to discuss the potential additional work.

We appreciate the opportunity to provide these professional services and are available to answer any questions. Please feel free to contact me directly at 313.363.1434 at any time.

Very truly yours,

Wade Trim Associates, Inc.

A handwritten signature in blue ink, appearing to read "Shawn W. Keough". The signature is fluid and cursive, with the first name being the most prominent.

Shawn W. Keough, PE  
Senior Vice President

SWK;jlb  
PLY 1010-21T  
20210915\_SINCOCK-LTR.DOCX

cc: Mr. Chris Porman, Director of Municipal Services, City of Plymouth

RESOLUTION

The following Resolution was offered by \_\_\_\_\_ and seconded by  
\_\_\_\_\_

WHEREAS The City of Plymouth has adopted a Strategic Plan and a City Master Plan that calls for improvements to the quality of Life for the residents and improvements in the walkability of The city, and

WHEREAS The City Engineer has reviewed the possibility of installing Rectangular Rapid Flashing Beacon (RRFB) pedestrian activated Lights at several major intersections in the city, and

WHEREAS The City Commission has reviewed the proposal from the City Engineer to perform Design Phase Services.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize up to \$39,000 for Design Services for RRFB at five major intersections in the City. Funding for this design phase of the project is authorized from the City's Major Streets construction funds.



## Administrative Recommendation

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City of Plymouth  
201 S. Main  
Plymouth, Michigan 48170-1637

www.plymouthmi.gov  
Phone 734-453-1234  
Fax 734-455-1892

To: Mayor & City Commission  
From: Paul J. Sincock, City Manager  
CC: S:\Manager\Sincock Files\Memorandum - Final Confirmation of Emergency Repairs to PCC - pump - chiller 10-18-21.docx  
Date: September 27, 2021  
RE: Final Confirmation of Emergency Repairs to Cultural Center

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### Background

In August of this year City Administration informed the City Commission that we were having difficulty with the Geo-Thermo system at the Plymouth Cultural Center, and this was affecting our ability to make ice for the start of the season. Further, the air conditioning in the meeting room area was having difficulty in maintaining temperature.

After much work, diagnosis, and many sleepless nights by Steve Anderson, we authorized a rental "chiller" to boost our system capacity, while we searched for a cause of the problem. We did finally track down the problem and it relates to two 11-year-old pumps on the system.

Funding for this authorization will be authorized from the Recreation Fund, which will most likely need a budget amendment later in the year.

We indicated in our September 27<sup>th</sup> memorandum that we anticipated that we would need future confirmations of emergency repairs once the new pump, impeller arrives and are installed. Now that the weather is cooler, we feel secure in using the new pump, without the rental chiller. We anticipate that parts will finally make it through the supply chain issues in the "near" future, which will allow us to make repairs to the back up pump. We have done some tests taking the rental chiller "off-line" and we were successful in maintaining operations. We anticipate that the rental chiller will be picked up in the next week to 10 days.

As a result of all of these actions we are requesting the final confirmation of emergency repairs to the Plymouth Cultural Center mechanical systems in an amount of \$28,339.00. This would be for the rental fees and for installation of the new pump.

We have attached a memorandum from Steve Anderson which provides additional background on this matter.


RECOMMENDATION:

The City Administration recommends that the City Commission confirm the emergency repairs to the refrigeration system at the Plymouth Cultural Center in the amount of \$28,339 for the rental, pick-up, and removal of the temporary "booster" chiller from Sunbelt Rentals and repairs and replacement of the primary pump from Goyette Mechanical.

We have attached a proposed Resolution for the City Commission to consider regarding this matter.



## Memo

**To:** Paul Sincock, City Manager  
**From:** Steve Anderson, Recreation Director   
**CC:**  
**Date:** Oct. 12, 2021  
**Re:** Emergency Primary Pump Replacement / Chiller Rental Update and Emergency Funding Request

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As you are aware, we gave the City Commission an update on the emergency pump replacement at the City Commission Meeting on Oct. 4. We have begun plans to take the temporary emergency chiller off line and run the system in its traditional method. However, finding the necessary parts is still an issue to run the secondary pump as intended.

The primary fluid pump that initially failed has been replaced with a Bell & Gossett 369 gallon per minute pump. The pump has been in operation for a week and has had no issues. Meanwhile, the emergency chiller still occupies the connection point that is normally occupied by the secondary pump. With this being the case, in order to remove the emergency chiller, we need to fill the gap with a pump or some type of piping to keep the system operational.

The current plan is to remove the chiller and fill the gap with the old secondary pump with the "best" of the impellers we have on hand. Once the replacement impeller comes in, we can swap out the old impeller and we will be back in normal operation. If all goes according to plan, the chiller will be removed from the Cultural Center the week of Oct. 25.

Unfortunately, this still leave the financial costs of dealing with this mechanical issue. The quote from Goyette to replace the primary pump, retrofitting of the four-inch steel fluid piping, electrical work and the labor required to complete is \$9,839.00.

The rental of the emergency chiller and required components dating from Sept. 7 thru Oct. 4 is \$8,056.00. The remaining time of the chiller rental during the month of October, the technical staffing to disconnect and transport of the chiller could be up to another \$9,800.00.



With this being the case, we would request the City Commission to approve the emergency purchase of the primary Bell & Gossett fluid pump from Goyette Mechanical for \$9,839.00. This will be billed to the Recreation Fund - Repairs & Maintenance (208-290-930.000).

In addition, we would like to request an amount not to exceed \$18,500.00 to Sun Belt Rentals for September and the remaining time of the emergency chiller use in October. This would be billed to Recreation Fund - Contractual Services (208-290-818.000)

In conclusion, it is deeply unfortunate that we had to deal with impeller pump failure on two eleven-year-old Industrial grade pumps. However, despite this very stressful period, we were able to keep the facility in operation and avoid inconveniencing our residents, visitors and valuable customers.

Please feel free to contact me with any questions you may have at any time.

## RESOLUTION

The following Resolution was offered by Comm. \_\_\_\_\_  
and seconded by Comm. \_\_\_\_\_.

- WHEREAS The City of Plymouth maintains a variety of buildings and from time to time the buildings are in need of repairs or upgrades, and
- WHEREAS The Plymouth Cultural Center had two critical pumps fail on the building's refrigeration systems, and
- WHEREAS This failure of pumps required the use of a temporary booster chiller unit from Sunbelt Rentals, which had to be incorporated into the systems at the Cultural Center, and
- WHEREAS The failed pump had to be replaced, and
- WHEREAS The City Administration authorized the emergency repairs and actions and Notified the City Commission of the emergency situation and the actions that were taken.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby confirm the emergency rental of a "booster" chiller and replacement of the primary pump to restore the building's Geo-Thermo Systems. This authorization is in the amount of \$28,339 for rental and work performed by Sunbelt Rentals and for the repair and replacement of the pump by Goyette Mechanical. Funding for this authorization is from the Recreation Fund.



## Administrative Recommendation

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City of Plymouth  
201 S. Main  
Plymouth, Michigan 48170-1637

[www.plymouthmi.gov](http://www.plymouthmi.gov)  
Phone 734-453-1234  
Fax 734-455-1892

To: Mayor & City Commission  
From: Paul J. Sincock, City Manager  
CC: *S:\Manager\Sincock Files\Memorandum - First Reading Zoning Text Amendments RM-1 RM-2 - 10-18-21.docx*  
Date: October 14, 2021  
RE: First Reading Ordinance Text Amendment for RM-1/RM-2

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### Background

As part of our on-going certification process to becoming a Redevelopment Ready Community (RRC) we need to make a few changes in the text of our Multi-Family Zoning Ordinance. The proposed changes would provide some clarity and inclusion of housing diversity within the RM-1/RM-2 Multi-Family Zoning Districts. This is also being done in accordance with the City's Master Plan which indicates a goal of creating "lifelong neighborhoods of diverse housing for various levels of income."

The City Planning Commission took this matter up at their meeting on October 13<sup>th</sup> and held a Public Hearing on this matter. There were no public comments on the proposed changes. The Planning Commission approved the language and we have attached a copy of the proposed changes for your reference.

This would be the First Reading of the Text Amendments to RM-1/RM-2 before the City Commission. There will be a need for a second reading if the City Commission passes the first reading. We have also attached a memorandum from Community Development Director John Buzuvis as additional background information.

### Recommendation

The City Administration recommends that the City Commission adopt the text amendments to RM-1/RM-2 as proposed by the Planning Commission. There is a proposed Resolution for the City Commission to review as a First Reading. If passed this will appear for a Second Reading at the next regular Commission meeting.

If you have any questions in advance of the meeting, please feel free to contact me.



## Administrative Recommendation

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City of Plymouth  
201 S. Main  
Plymouth, Michigan 48170-1637

www.plymouthmi.gov  
Phone 734-453-1234  
Fax 734-455-1892

To: Paul Sincock, City Manager  
From: John Buzuvis, Community Development Director   
Greta Bolhuis, AICP, Asst. Community Development Director  
CC: S:\Community Development\Redevelopment Ready Communities\Housing Diversity  
Date: 10/14/2021  
RE: Text Amendment to RM-1/RM-2, Multi-Family Residential District- 1<sup>st</sup> Reading

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**Background:** As part of Best Practice Two of Redevelopment Ready Communities (RRC), the City of Plymouth is proposing clarification and inclusion of housing diversity within the RM-1 and RM-2, Multi-Family Residential zoning districts. This Best Practice requests that the City provide a minimum of three approved housing types by right within the zoning ordinance.

One of the goals of the Master Plan is to “Create lifelong neighborhoods of diverse housing for various level of incomes.” The proposed housing types continue to move the city closer to achieving this goal. Additionally, it is anticipated that the proposed definitions will allow the Planning Commission to consider these housing types in other residential districts in the future.

The proposed amendments to the Multi-Family Residential zoning districts include the addition of definitions and specific desirable housing types. These desirable housing types include duplexes, triplexes, quadplexes, sixplexes, townhouses, rowhouses, and stacked flats. These housing types would currently be allowed to be constructed but permitting them “by right” as a permitted land use, creates clarity in the language and potential developers are encouraged to provide these specific types of housing within these districts.

The Planning Commission has reviewed and approved these amendments. A public hearing was held at the October 13, 2021, regular Planning Commission meeting to take public comment on these items and no public comments. Those meeting minutes are not yet available; however, no public comments were received. At the close of the public hearing the Planning Commission voted to approve the amended language and forward to City Commission for adoption.

Adoption of the amended language requires the City Commission to complete two “readings” of the amended language and approve the same prior to publishing and the amended language taking effect. This will be the first reading of the language. At the conclusion of this reading the City Commission will need to approve the language as is, or with amendments, or not approve the language. If the language is approved the City Commission would need to schedule the 2<sup>nd</sup> reading which would take place at the first November City Commission meeting.

**Recommendation:** Staff recommends that the City Commission complete a First Reading of the proposed RM-1 and RM-2, multi-family residential ordinance language, as presented and approve the same. Staff further recommends the City Commission set the 2<sup>nd</sup> Reading of the proposed language at the next regular City Commission Meeting.

If you have any questions, please contact me directly.

**ARTICLE II. - DEFINITIONS**

**78-21. – Definitions.**

Duplex means a building divided into two self-contained dwelling units.

Townhome/Rowhouse means a building containing three or more dwelling units arranged side by side, separated from each other by a firewall and having separate direct means of egress and ingress to each unit from the outside.

Sixplex means a building divided into six self-contained dwelling units.

Stacked flat means a building containing two or more dwelling units with at least one unit entirely or partially above another.

Triplex means a building divided into three self-contained dwelling units.

Quadplex means a building divided into four self-contained dwelling units.

**ARTICLE VI. RM-1, RM-2 MULTIPLE-FAMILY RESIDENTIAL DISTRICTS**

**Sec. 78-61. Principal uses permitted.**

In a multiple-family district no building or land, except as otherwise provided in this chapter, shall be erected or used except for one or more of the following specified purposes and shall be permitted subject to the review and approval of the site plan by the planning commission. Such review of the site plan is required to find proper relationships between development features as they relate to traffic safety and appropriate design of service roads, driveways, parking areas; accessory buildings, and open space.

- (1) ~~Multiple-family dwellings and attached condominium units.~~
- (2) ~~Duplex Two-family dwellings and two-family attached condominium units.~~
- (3) Single-family detached dwellings.
- (4) Publicly owned and operated libraries, parks, parkways and recreational facilities.
- (5) Planned unit development pursuant to article 24.
- (6) Cemeteries.
- (7) Family day care homes.
- (8) Group day care home subject to section 78-297.
- (9) Adult foster care family homes.
- (10) Adult foster care small group home subject to section 78-298.
- (11) Accessory uses, subject to provisions of article 21.
- (12) Home occupations subject to provisions of section 78-212.
- (13) Essential public services.
- (14) Townhomes/Rowhouses and attached single-family units.

- (15) Triplexes.
- (16) Quadplexes.
- (17) Sixplexes.
- (18) Stacked flats.

**Sec. 78-62. Special land uses permitted after review and approval.**

The following uses may be permitted by the planning commission subject to article 23, the review and approval of the site plan by the planning commission, and the imposition of special conditions which, in the opinion of the commission, are necessary to ensure that the land use or activity authorized is compatible with adjacent uses of land, the natural environment and the capacities of public services and facilities affected by the land use, and subject further to a public hearing held in accord with section 78-281:

- (1) ~~General hospitals, except those for criminals and those solely for the treatment of persons who are mentally ill or have contagious disease,~~ not to exceed four stories when the following conditions are met:
  - a. All such hospitals shall be developed only on sites consisting of at least five acres in area, and shall not be permitted on a lot or lots of record.
  - b. The proposed site shall have at least one property line abutting a major thoroughfare.
  - c. The minimum distance of any main or accessory building from bounding lot lines or streets shall be at least 100 feet for front, rear and side yards for all two-story structures. For every story above two, the minimum yard distance shall be increased by at least 20 feet.
  - d. Ambulance ~~.....~~ and delivery areas shall be provided with an obscuring screen in accordance with the provisions of section 78-206. Ingress and egress to the site shall be directly from a major thoroughfare.
  - e. All ingress and egress to the off-street parking area, for guests, employees, staff, as well as any other uses of the facilities, shall be directly from a major thoroughfare.

APPROVED BY PC 10/13/21



SAMPLE RESOLUTION

The following Resolution was offered by Commissioner \_\_\_\_\_ and seconded by Commissioner \_\_\_\_\_.

- WHEREAS The Planning Commission reviewed, and City Commission adopted the Master Plan as required by Public Act 33 of 2008 in September 2018, and
- WHEREAS The proposed ordinance language amendments align with the City's Master Plan, and
- WHEREAS The City Commission is engaged in the Redevelopment Ready Communities program through the Michigan Economic Development Corporation, and
- WHEREAS The proposed amendments to the RM-1, RM-2, and Multi-Family residential district ordinance language aligns with Redevelopment Ready Communities Best Practice Number Two, and
- WHEREAS The Planning Commission held a public hearing to hear comments on the RM-1 and RM-2, Multi-Family Residential district amendments, and
- WHEREAS The Planning Commission approved the final draft of the RM-1 and RM-2, Multi-Family Residential district amendments on October 13, 2021, and
- WHEREAS The Planning Commission recommends that the City Commission approve a first reading of the RM-1 and RM-2, Multi-Family Residential amendments.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby approve the first reading of the amendments to the RM-1 and RM-2, Multi-Family Residential district and schedule a second reading for the next regular City Commission meeting.