

December 2, 2024
Regular City Council Meeting – 7:00 PM

The regular meeting of the Council of the City of Inkster, Wayne County, was held on December 2, 2024 in compliance with the Open Meetings Act.

Prior to the Regular Council Meeting: City Council members discussed: The Agenda.

Moved by Councilwoman Rutledge Seconded by Councilwoman Scott to go into Closed session @ 6:45pm to discuss pending litigation.

ROLL CALL VOTE:			
Councilmember Howard	Yea	Councilmember Scott	Yea
Councilmember Rutledge	Yea	Councilmember Bishop	Yea
Councilmember Chisholm	Yea	Councilwoman Richardson	Yea

Call Meeting to Order

Mayor Byron Nolen called the meeting to order at 7:19pm

Prayer

Prayer was led by Evangelist Barbara Cooper

Pledge of Allegiance

City Council and the public in attendance pledged allegiance to the flag of the United States of America.

Roll Call

Mayor Nolen	Present (Inkster, MI.)
Mayor Pro-Tem Chisholm	Present (Inkster, MI.)
Councilwoman Rutledge	Present (Inkster, MI.)
Councilman Bishop, II	Present (Inkster, MI.)
Councilwoman Scott	Present (Inkster, MI)
Councilwoman Howard	Present (Inkster, MI)
Councilwoman Richardson	Present (Inkster, MI)

Approval of Agenda

Moved by councilwoman Scott and Seconded by Councilwoman Rutledge-motion carried
Resolution # 12-24-267GH

Presentations/Discussion

- ❖ State Representative Dylan Wegela legislative update and his contact information is: 517-737-3818

Public Hearings

None

Consent Agenda

A. Approval of the November 18, 2024 Regular Meeting Minutes

**Moved by Councilwoman Howard, Seconded by Councilwoman Scott
Resolution 12-24-268GHGH - Motion carried.**

Boards and Commission

None

Previous Business

Ordinance(s)

A. First Reading(s) none

B. Second Reading(s) none

New Business

A. Discussion/Action: (Jerome Blvins, DPS Director/Darln Carrington, Treasurer): The Administration is requesting approval for the City to enter into an agreement for the purchase and installation of a new water meter system. This proposed purchase will replace the meters for all of the City's residential and commercial customers at an estimated total cost of approximately \$6.1 million.

Due to a number of operational challenges, the city has decided that it is best to completely replace the current system. These challenges include no access to replacement meters for the current system and performance issues with the current aging meters.

The Administration received and reviewed three proposals for this project. After careful review, the Administration has selected the proposal from EJ Prescott, Inc. This proposal involves purchasing meters manufactured by Kamstrup and installation will be done by Hydrocorp.

In order to fund this project, the City will be using part of the proceeds from the Series 2024 Bonds that City Council recently approved. The Bond transaction is expected to close in mid-December and the proceeds will be received by the City at that time.

**Moved by Councilwoman Richardson and Seconded by Councilwoman Rutledge-motion carried
Resolution #12-24-269GH**

**B. Discussion/Action: Consider approval of the Legal Employment Pension Fund Situation regarding Sgt. Linda Davison and Commander Shawn Vargo.
Moved by Councilwoman Howard and Seconded by Councilwoman Scott-motion carried.
Resolution #12-24-270GH**

Public Participation

- **Barbara Cooper-Inkster Goodfellows-** There will be a bucket for donations at the opening of the Credit Union, December 20th passing out gift cards and paper drive
- **Gabe Henderson-We Rise Organization** after school program for the youth Mon & Wed 3:30-7:30; fed the seniors and utilizing the Booker Dozier Complex.
- **Dylan Wegela-Legislative update**
- **Sandrew King Sr.-26105 Dunning**, vacant lot behind my house stop sign on Dunning and Martindale; partnership with AIA, Inkster has 3 schools 721 kids in district recruited.
- **Juanita Davis-Concerned about billboard on Michigan Avenue and Middlebelt** regarding gun purchase and gun store advertisement.

City Clerk

no comment

City Treasurer

Winter property taxes information is online and going out this week due before Feb 14th; Bond Transaction closing December 13th; water system is 15 million dollars with issue. Credit review with credit agency previously with negative outlook, City Financial working on FY24 Audit finished FY23 in June, caught up to September. First report for FY July, August, September. Regular Monthly Financial report, January starting back to reporting.

Mayor and Council

- **Councilmember Rutledge – Attended We Rise Senior Function and Election Debriefing that the City Clerk had**
- **Councilmember Scott – No comment**
- **Councilmember Bishop -No comment**
- **Councilmember Howard- Water meters Mr. Bivens and Engineers worked on this, congratulations.**
- **Councilmember Richardson -Goodfellows, hit the state rep up for donations while he is here, Wayne Metro still has funds available to help with lights and gas. Researched LED; called around regarding water filters, none through the Health Dept, need water filters for resident. Call MDHHS Hotline 844-931-1315**
- **Mayor Pro-Tem Chisholm – Attended Thanksgiving We Rise Program, Election Debriefing, Joint Annual Planning and City Council Meeting**
- **Mayor Nolen-Wayne Metro Grant Funding for Summer Program and Transportation; AIA; One Detroit Credit Union Friday at 10am haven't had a financial institution since 2017**

Closed Session

Moved by Councilwoman Rutledge Seconded by Councilwoman Scott to open close session at 6:45p

Moved by Councilwoman Howard and Seconded by Councilman Bishop to come out of closed session at 7:13p

Adjournment

There being no further business to come before Council, on a motion duly made.

By Councilwoman Scott, Seconded by Mayor Pro Tem Chisholm and carried, to conclude the Regular City Council meeting of Monday, December 2, 2024 at 7:52pm

CITY OF INKSTER Boards & Commissions

[Made Operative by State Law, City of Inkster Charter Provision or City Of Inkster Ordinance]

AGING COMMISSION

[MEETINGS: Third Friday of each month at 1:00 p.m., Twin Towers Activity Room]

2 Year Term

11 Members

Ordinances: 414,457 & 508
Tenure

Sabrina Lawrence, Director
- (Ex-Officio Member)

Rochelle Wells

Exp. 05/06/26

Rosie Allen Thompson

Exp. 09/18/26

Ruth E. Williams

Exp. 04/09/26

Tim Williams

Exp. 12/04/25

Antonio Edmonds

Exp. 05/10/26

Gabe Henderson

Exp. 09/23/26

Jean Liddell

Exp. 09/25/26

Debra Owens

Exp. 09/17/26

Chuck Coleman

Exp. 09/18/26

June Patterson

Exp. 09/25/26

Iris Long

Exp. 10/17/26

BOARD OF REVIEW

[MEETINGS: March, July, and December]

Annual Appointment

3 Members

Charter Provision and State Law
Clerk of the Board – Non-Voting

WCA Assessing

Exp. 03/08/25

William Miller

Exp. 03/08/25

Lenoria Warmack

Exp. 03/08/25

Ned Sanders (Alternate)

Exp. 03/08/25

Peggy Bishop

Exp. 03/08/25

BEAUTIFICATION COMMITTEE

[MEETINGS: Second Monday of each month @ 6:00 p.m., Recreation Center]

2 Year Term

Vacant

Vacant

Gabe Henderson

Exp. 03/15/25

Vacant

Vacant

Lenoria Warmack

Exp. 10/31/24

Dennard Shaw

Exp. 04/29/26

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Christine Day

Exp. 08/30/24

Bernice Skeen

Exp. 08/30/24

Vacant

Rory Malley

Exp. 07/01/25

Vacant

Vacant

BUILDING AUTHORITY COMMISSION - INACTIVE

[MEETINGS: Second Monday in January]

3 Year Term

5 Members

State Law and Resolution 74-1-39

CABLE TELEVISION COMMISSION

[MEETINGS: Second Tuesday of each month at 6:00 p.m., Recreation Center]

3 Year Term

9 Members

Ordinances 593 and 609

Ex. Officio

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant (Mayoral)

Vacant (At-Large)

Vacant

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term

3 Members

Ordinances 237 & 559

Vacant

Vacant - (Employee Representative)

Vacant (Commission Appointment)

CONDEMNATION BOARD

[MEETINGS: AS NEEDED]

5 Members

Ordinance 150.140 thru 150.145

Exp. Tenure

David Reilly (Building Contractor)

Carolyn Wilson

Tavan Hall (General Member)

Vacant (Contractor)

Vacant (Engineer)

William Miller (Alternate)

CONSTRUCTION BOARD OF APPEALS/PROPERTY MAINTENANCE BOARD

[MEETINGS: As required]

3 Year Term

3 Members

Ordinance

Exp. Tenure

Carolyn Wilson Inspector

Tavan Hall

William Miller

Vacant

Vacant

Vacant

+

DOWNTOWN DEVELOPMENT AUTHORITY

[MEETINGS: Third Tuesday of each month, 6:00 p.m. City Hall Council Chambers]

4 Year Term

12 Members

State Law and Ordinances 687 and 741

Ashley Williams

Exp. 03/13/28

Antonio Edmonds

Exp. 05/10/28

Ava Lindsey

Exp. 06/03/28

Gina Allen

Exp. 06/13/28

Sonya Jennings

Exp. 06/13/28

Randa Davis

Exp. 06/13/28

James A. Eberheart, Jr

Exp. 08/12/28

Rerhi Onomake

Exp. 06/01/27

Vacant

Vacant

Vacant

Vacant

ECONOMIC DEVELOPMENT CORPORATION (BOARD OF DIRECTORS)

[MEETINGS: Second Thursday each month, held in the Conference Room, City Hall]

6 Year Term

11 Members

State Law and Ordinances 517 and 570

Vacant

Octavia Smith

Exp. 10/21/25

Angela Dotson

Exp. 10/21/25

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

ELECTRICAL EXAMINING BOARD-INACTIVE

Indefinite Terms

4 Members

State Law and Ordinance 616

Walter Bays (Elec. Cont.)

Andrew Hughes (Adm. Official)

Carlton Trouteaud (Rep. of Detroit Edison)

ELECTION COMMISSION

[Per the City Charter; Chapter 4; Section 4.1

4 Year Term

Council Member (most votes)

Kim Howard

City Attorney-Todd Perkins

Tenure

City Clerk-Georgina Holliday

Tenure

Juan Bradford

12/27

Ruth E. Williams

12/28

GRANT WRITING COMMITTEE

Meetings to be held at City Hall-Resolution #04-24-99GH

City Liaison

Tenure

Councilwoman Scott

Tenure

Councilwoman Rutledge

Tenure

Ashley Williams

3 year

Resident

3 year

Resident

3 year

HOUSING AND REDEVELOPMENT

[MEETINGS: Third Tuesday of each month at 6:30 p.m., 4500 Inkster Road]

5 Year Term	5 Members	State Law and Ordinance 99
Will Miller		Exp. 02/25
Mable Stroman, Treasurer		Exp. 03/27
Evonne Moore, Vice Chair		Exp. 09/26 (Resident Housing)
Victor Wheeler, Member		Exp. 05/24
James Thomas		Exp. 01/27
Gregory Gillette		Exp. 08/27

INKSTER HISTORICAL COMMISSION

[MEETINGS: Third Saturday of each month at 10:30a.m. Library Study Room]

2 Year Term	7 Members	State Law and Ordinance 196
Vacant	Dist. 1	
Vacant	Dist. 2	
Ruth E. Williams	Dist. 3	Exp. 02/06/25
Vacant	Dist. 4	
Vacant	Dist. 5	
Jean Liddell	Dist. 6	Exp. 03/19/26
Vacant		

LIBRARY BOARD COMMITTEE

[MEETINGS: Third Thursday each month, held in the Study Room, Inkster Library.]

4-Year Term - Elected / 6 Members.

Akidele Akinyemi, President	Exp. 2028
Dr. Heaster Shoats, Vice President	Exp. 2028
Dr. Louise Edje, Secretary	Exp. 2028
Sharon Tate, Director	Exp. 2028
Carolyn Wilson, Director	Exp. 2028
Ruth E. Williams	Exp. 2028

LOCAL BUSINESS ENTERPRISE ADVISORY COMMITTEE

[MEETINGS: Third Tuesday of every month at 6:30 P.M., Inkster City Hall]

2 Year Term	7 Members	Ordinance: 603
Vacant	Dist 1	
Vacant	Dist. 2	
Vacant	Dist. 3	
Vacant	Dist. 4	
Vacant	Dist. 5	
Vacant	Dist. 6	
Vacant	Mayoral	

LOCAL OFFICERS COMPENSATION COMMISSION

[MEETINGS: Minimum of One Meeting Each Odd-Numbered Year.]

7 Year Term	7 Members	State Law and Ordinance 409
Aaron Sims		Exp. 04/05/2031
Connie Mitchell		Exp. 04/04/2031

Tavan Hall
Will Miller
Dai-Jaya Rose
Courtney Owens
Vacant

Exp. 04/08/2031
Exp. 04/05/2031
Exp. 05/10/2031
Exp. 12/16/2026

PARKS AND RECREATION COMMISSION

[MEETINGS: First Tuesday of each month at 7:30 P.M., Recreation Complex]

2 Year Term	9 Members	Ordinances: 493 & 551
Walter Johnson	Dist. 1	Exp. 03/01/2025
Shirley Hankerson	Dist. 2	Exp. 06/30/2025
Khalidah Muhammad	Dist. 3	Exp. 04/05/2025
Angeline Lawrence	Dist. 4	Exp. 08/13/2026
Vacant	Dist. 5	
Rory S. Malley	Dist. 6	Exp. 09/01/2025
Ashwanna Butts	Mayoral	Exp. 03/13/2026
S. Anthony Dooley	Mayoral	Exp. 05/10/2026
Judy Street	Council	Exp. 12/18/2025

PARKS AND RECREATION YOUTH COMMISSION

2 Year Term 6 Members

Vacant	Dist. 1
Vacant	Dist. 2
Vacant	Dist. 3
Vacant	Dist. 4
Vacant	Dist. 5
Vacant	Dist. 6
Vacant	Mayoral

PLANNING COMMISSION

[MEETINGS: Fourth Monday of each month at 6:00 p.m., City Council Chambers]

3 Year Term	9 Members	State Law and Ordinance 33
Byron H. Nolen (Mayor)		Tenure
Darryl Davis (City Appointee)		Exp. 12/19/26
Tonia Williams, (Vice Chair)		Exp. 12/19/26
Mack Willis		Exp. 12/19/26
Ashley Williams, (Recording Secretary)		Exp. 12/19/26
Norma McDaniel		Exp. 12/19/26
Steven Chisholm (Chair)		Exp. 12/19/26
Sheryl Hayes-Bradford		Exp. 09/30/25
Tavan Hall		Exp. 08/30/25

POLICE AND FIREMAN RETIREMENT SYSTEM BOARD OF TRUSTEES

[MEETINGS: First Thursday of each month at 1:00 p.m., TIFA Room]

2 Year Term	5 Members	Charter
Juan Bradford	Mayoral	Exp. 07/26/26
Corey Snyder	Police Rep	Exp. 03/18/26
Jason Kay	Fire Rep	Exp. 03/18/26
Vacant	(City Council Rep)	
Velma Overman	Board of Trustee Rep	

WATER REVIEW COMMITTEE- INACTIVE

[MEETINGS: Scheduled by Chairman Marcus Hendricks, City Hall TIFA Room]

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

ZONING BOARD OF APPEALS (ZBA)

[MEETINGS: First Thursday of each month at 6:00 P.M., City Council Chambers]

3 Year Term	7 Members	State Law and Ordinance 277
Norma McDaniel	Dist. 1	Exp. 03/21/27
Ruth E. Williams	Dist. 2	Exp. 03/28/27
Ava Lindsey	Dist. 3	Exp. 06/03/27
Kimberely Johnson	Dist. 4	Exp. 03/21/27
Vanola Williams	Dist. 5	Exp. 03/21/27
Rebecca Daniels	Dist. 6	Exp. 03/19/27
Patrice Patton (At-Large)		Exp. 03/21/27

Nankin Transit

[Meetings: Third Thursday of each month at 5:45 p.m., Nankin Transit [Jefferson Barns Community CTR. 32150 Dorsey Westland, MI. 48186]

Byron Nolen, Mayor - **Tenure**
Barbara Cooper-Mayor Appointee

2015 Community Development Block Grant Advisory Council (CDBG)

[Meetings: Dates and times are quarterly, and locations are various]

Council Appointee
(Alternate)

COMMITTEES FORMED BY COUNCIL RESOLUTIONS

III

TAX INCREMENT FINANCE AUTHORITY

[MEETINGS: Second Thursday of each month at 6:30 P.M., City Hall Council]

6 Year Term	13 Members	Resolution 85-8-331
Byron Nolen		Tenure
Kim Howard		Exp.09/08/26

Vacant

Vacant

Vacant

Vacant

Vacant

Kevin Harrington	Exp. 04/19/27
Kenfentse Mandisa	Exp. 04/19/27
Charmaine Kennedy	Exp. 03/05/27
Jean Overman	Exp. 03/05/27

Vijay Viruppanavar
Yolanda Lockett

Exp. 03/05/27
Exp. 09/08/26

BROWNFIELD REDEVELOPMENT AUTHORITY

[MEETINGS: Second Tuesday of each month at 5:00 P.M., City Hall Council Chambers]

Terms 1, 2 and 3 years Up to 9 members

Resolution 02-9-458

Vacant City Council Representative

Tenure

, Treasurer

Tenure

Vacant Community

Tenure

Vacant

Vacant

NOTES:

____ Vacancies and/or Expired terms

*Has not taken the oath.

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: December 3, 2024

From: Jerome Bivins, DPS Director Date for Council's Consideration: December 16, 2024

ACTION REQUESTED: Consider authorizing the Director of DPS, as a representative of the City, to make an application to the Wayne County Department of Public Services for necessary annual permit to occupy the Right-Of-Way of Wayne County Roads on behalf of the city of Inkster,

To make an application to the Wayne County Department of Public Services for necessary annual permit to allow temporary closure of certain Local and County Roads for specified period in accordance with all general and special conditions of this permit on behalf of the City of Inkster,

To make an application to the Wayne County Department of Public Services for necessary annual permit to occupy the Right-Of-Way of County Roads on behalf of the city of Inkster. Consider adopting the attached resolution to be submitted to Wayne County as part of requirements to submit the permit applications

Current Action ☒ Emergency ☐ Future ☐

Funds Budgeted: If Yes ☐ Account # No ☐ N/A ☐

Mayor's Approval 

BACKGROUND:

The Annual Permit to occupy the Right-Of-Way of County Roads is required from Wayne County to replace and repair pavement cuts due to utility repairs within the Right-Of-Way of various roads in Wayne County.

The Annual Permit to allow temporary closure of Local and County Roads is required from Wayne County to conduct parades, block parties, marathons, celebrations, festivals, and install banners within the county road Right-Of-Way.

The Annual Permit to occupy the Right-Of-Way of County Roads is required from Wayne County for sanitary sewer and water-main inspections, repair and routine maintenance, dust palliative, calcium and salt applications, sidewalk repair and replacement. Any infrastructure within the Right-Of-Way requires a permit from Wayne County.

SCOPE OF SERVICES:

To conduct emergency repairs to pavement work on County Roads as needed in accordance with the Wayne County rules, specifications, and procedures within the boundaries of our community as needed for this permit.

To allow the City of Inkster to close Local and County Roads for special event entirely within the boundaries of our Community and to install banners where permitted on the County road Right-Of-Way.

To conduct emergency repairs and annual maintenance work on Local and County Roads located entirely within the boundaries of the Community. As needed to maintain the roads in reasonable conditions, safety, and convenience for public travel.

JUSTIFICATION:

Wayne County requirement to occupy the Right-Of-Way with regard to pavement restoration work.

Wayne County requirement to allow temporary closure of certain Local and County Roads with a three (3) working days' notice prior to any closure.

Wayne County requirements to occupy the Right-Of-Way of County Roads.

PROJECT IMPROVEMENTS:
Improve and promote the image of Inkster.

COSTS:
N/A

PROJECTED TIME TABLE:
Resolution will be submitted as part of application upon adoption by the Mayor and Council.

RESOLUTION:
Authorization is hereby given to the Deputy Director of DPS, as a representative of the City of Inkster, to make application to the Wayne County Department of Public Services for necessary annual permit to occupy the Right-Of-Way of County Roads, and to allow temporary closure of certain Local and County Roads for specified period in accordance with all general and special conditions of this permit on behalf of the City of Inkster. Consider adopting the attached resolution to be submitted to Wayne County as part of requirements to submit the permit applications.

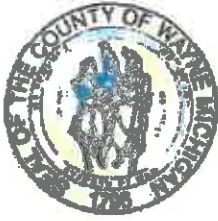
Resolved by _____

Seconded by _____

Yes:

No:

Absent:



Warren C. Evans
County Executive

Page 1 of 3

November 12, 2024

City Of Inkster
26215 Trowbridge Street
Inkster, MI 48141-1800

RE: A-25059
2021 Annual Permit Package
Wayne County Department of Public Services
Engineering Division – Permit Office

Attention: Jerome Bivins

Enclosed is your Wayne County Annual Permit package. In an effort to expedite the process Wayne County DPS Engineering Division Permit Office is combining the Annual Maintenance Permit, Annual Pavement Restoration Permit, and Annual Special Events Permit into on single application.

1. **Annual Maintenance Permit:** The annual permit authorizes the permit holder to occupy Wayne County road right-of-way for the purpose of inspection, repair and routine maintenance of the following facilities which are under its jurisdiction:
 - a. Sanitary sewer inspection, repair and routine maintenance;
 - b. Water main inspection, repair, routine maintenance and installation of residential and commercial water service connections (two-inch maximum diameter);
 - c. Other utilities (i.e. natural gas, electric or fiber optic);
 - d. Application of dust palliatives; and
 - e. Repair and replacement of existing sidewalks.
2. **Annual Pavement Restoration Permit:** The annual permit authorizes the permit holder to occupy Wayne County road right-of-way for the purpose of pavement repair and restoration.
3. **Annual Permit for Special Events:** The annual permit grants preliminary authorization to a municipality to perform the following:
 - 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; and/or
 - c. Place a temporary banner within the County right-of-way.



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

- A. Scope of Work and Conditions for Municipal Maintenance Permits, if applicable
- B. Annual Special Events Attachment for Municipalities, if applicable
- C. Banner Attachment for Municipalities, if applicable
- D. General Conditions and Limitations of Permits, if applicable
- E. Indemnity and Insurance Attachment, if applicable
- F. Model Community Resolution, if applicable

As a condition of the municipal annual permit, the County requires that the governing body pass a blanket resolution (sample with suggested language is included as an attachment) of approval which accomplishes the following:

- A. Agrees to fulfill all permit obligations and conditions
- B. To the extent allowed by law, hold harmless and defend 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 all Annual Permits 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*. The manual is also incorporated by reference into this annual permit and is available online at:

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 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: Ms. Indira Boda
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.

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) 858-2774

Respectfully Submitted,

A handwritten signature in blue ink, reading "Randa Saghir".

Randa Saghir
Administration Management

C: file

Attachments: Annual Permit

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

PERMIT OFFICE
33809 MICHIGAN AVE
WAYNE, MI 48184,
PHONE (734) 595-8504
FAX (734) 595-8368

72 HOURS BEFORE ANY
CONSTRUCTION, CALL
Various Staff
(734) 595-8504, Ext: 2009
FOR INSPECTION



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

PERMIT No.

A-25059

ISSUE DATE

1/1/2025

EXPIRES

12/31/2025

REVIEW No.

WORK ORDER

79841

PROJECT NAME
INKSTER - MAINTENANCE

LOCATION
VARIOUS ROADS ()

CITY/TWP
INKSTER

PERMIT HOLDER
CITY OF INKSTER
28215 TROWBRIDGE STREET
INKSTER, MI 48141-1800

CONTRACTOR

CONTACT
JEROME BIVINS

(313) 593-9774

CONTACT
<BLANK>

(313) 995-2444

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

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

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

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

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

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

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

FINANCIAL SUMMARY

PERMIT FEE	\$0.00
PLAN REVIEW FEE	\$0.00
PARK FEE	\$0.00
OTHER FEE	\$0.00
BOND	\$0.00
INSPECTION DEPOSIT	\$0.00
OTHER BOND	\$0.00
TOTAL COSTS	\$0.00

DEPOSITOR

LETTER OF CREDIT DEPOSITOR

TOTAL CHECK AMOUNT

CASHER

DATE

1/1/2025

APPROVED PLANS PREPARED BY

PLANS APPROVED BY DATE PLANS APPROVED
1/1/2025

REQUIRED ATTACHMENTS
GENERAL CONDITIONS
SCOPE OF WORK AND CONDITIONS FOR
MUNICIPAL MAINTENANCE PERMITS
INDEMNITY AND INSURANCE ATTACHMENT
SAMPLE COMMUNITY RESOLUTION
RULES, SPECIFICATIONS AND PROCEDURES
FOR PERMIT CONSTRUCTION - AVAILABLE
ONLINE AT

www.waynecounty.com/dept_engineering_specfiles.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

JEROME BIVINS
PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

<BLANK>
CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY

DATE

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

Resolution No. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name

Title

_____	_____
_____	_____

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



**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 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 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.

Licenses agree 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, Regulations and Procedures for Permit Construction, included as an attachment to this permit, the Wayne County Standard Plans for Permit Construction, and the MDOT Standard Specifications for Construction, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use under 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 damages 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 amount portion will be returned to the Depositor. The excess performance bond provided for bonds, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, when claimed by the Depositor within one year of the date of satisfactory completion of the construction indicated 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, renewed or extended by the County.

Information / Field Release: 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 in which the County, the Department, its officials and employees may be subject and for all costs and costs attorney fees which may be incurred as a result 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 constructive, contributory, comparative, 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 established by court decisions.

Permit on file: 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 Motor Vehicle Code, MCL §460.701 et seq., as amended. The Permit Holder shall call "MOTORIST", at (300) 462-7161, at least 72 hours, 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.

3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-3154, 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, impact, 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 35, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or reliability of information 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 MSDQ or reported on appropriate releases for use 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. Inaction 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 existing 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 existing 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 in abutting property owners owned 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 protested 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 flow, bonds, deposits and insurance requirements.

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

Reversion: 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 reversion 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 to necessary safe and efficient operation and maintenance, or to establish extraordinary maintenance procedures as required to ensure 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 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 removed prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current MDOT Standard Specifications for Construction, as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspection 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 error in the plans that becomes evident after the issuance of a permit, and which changes 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 natural 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.



Warren C. Evans
County Executive

November 4, 2024

City Of Inkster
26215 Trowbridge Street
Inkster, MI 48141-1800

RE: A-25147

**2021 Annual Permit Package
Wayne County Department of Public Services
Engineering Division – Permit Office**

Attention: Jerome Bivins

Enclosed is your Wayne County Annual Permit package. In an effort to expedite the process Wayne County DPS Engineering Division Permit Office is combining the Annual Maintenance Permit, Annual Pavement Restoration Permit, and Annual Special Events Permit into on single application.

1. **Annual Maintenance Permit:** The annual permit authorizes the permit holder to occupy Wayne County road right-of-way for the purpose of inspection, repair and routine maintenance of the following facilities which are under its jurisdiction:
 - a. Sanitary sewer inspection, repair and routine maintenance;
 - b. Water main inspection, repair, routine maintenance and installation of residential and commercial water service connections (two-inch maximum diameter);
 - c. Other utilities (i.e. natural gas, electric or fiber optic);
 - d. Application of dust palliatives; and
 - e. Repair and replacement of existing sidewalks.
2. **Annual Pavement Restoration Permit:** The annual permit authorizes the permit holder to occupy Wayne County road right-of-way for the purpose of pavement repair and restoration.
3. **Annual Permit for Special Events:** The annual permit grants preliminary authorization to a municipality to perform the following:
 - 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; and/or
 - c. Place a temporary banner within the County right-of-way.



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

- A. Scope of Work and Conditions for Municipal Maintenance Permits, *if applicable*
- B. Annual Special Events Attachment for Municipalities, *if applicable*
- C. Banner Attachment for Municipalities, *if applicable*
- D. General Conditions and Limitations of Permits, *if applicable*
- E. Indemnity and Insurance Attachment, *if applicable*
- F. Model Community Resolution, *if applicable*

As a condition of the municipal annual permit, the County requires that the governing body pass a blanket resolution of approval which accomplishes the following:

- A. Agrees to fulfill all permit obligations and conditions
- B. To the extent allowed by law, hold harmless and defend 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 all Annual Permits 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

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: Ms. Indira Boda
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.

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 734.858.2774

Respectfully Submitted,

A handwritten signature in blue ink that reads "Randa Saghir".

Randa Saghir
Administration Management

C: file

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

PERMIT OFFICE
 33809 MICHIGAN AVE
 WAYNE, MI 48184
 PHONE (734) 695-6604
 FAX (734) 695-6356

72 HOURS BEFORE ANY
 CONSTRUCTION, CALL
 Various Staff
 (734) 695-6604, Ext: 2008
 FOR INSPECTION



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

PERMIT No. A-25147	
ISSUE DATE 1/1/2025	EXPIRES 12/31/2025
REVIEW No.	WORK ORDER

PROJECT NAME
INKSTER - SPECIAL EVENTS

LOCATION
VARIOUS

CITY/TWP
INKSTER

PERMIT HOLDER
CITY OF INKSTER
28215 TROWBRIDGE STREET
INKSTER, MI 48141-1800

CONTRACTOR

CONTACT
JEROME BYVINS

(313) 563-9774

CONTACT
<BLANK>

(313) 995-2444

DESCRIPTION OF PERMITTED ACTIVITY
(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-483-7161, 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 AN 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	
PERMIT FEE	\$0.00
PLAN REVIEW FEE	\$0.00
PARK FEE	\$0.00
OTHER FEE	\$0.00
BOND	\$0.00
INSPECTION DEPOSIT	\$0.00
OTHER BOND	\$0.00
TOTAL COSTS	\$0.00
TOTAL CHECK AMOUNT	\$0.00

DEPOSITOR
 LETTER OF CREDIT DEPOSITOR

APPROVED PLANS PREPARED BY
 PLANS APPROVED BY DATE PLANS APPROVED
 1/1/2

REQUIRED ATTACHMENTS
 GENERAL CONDITIONS
 ANNUAL ROAD SPECIAL EVENTS FOR MUNICIPALITIES
 ANNUAL BANNER PERMIT ATTACHMENT FOR MUNICIPALITIES
 SAMPLE COMMUNITY RESOLUTION
 RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT
www.waynecounty.com/tips_engineering_specifications

CASHIER
 DATE
1/1/2025

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

JEROME BYVINS
 PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

<BLANK>
 CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY

DATE

25

L

JY

WED
1025

R

S

W



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 Specifications for Permit Construction, and the 2007 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 in direct 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 bonds, 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.

Subordination / 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 shall 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, omissions, or violations, and the acts, omissions, or violations 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 the work product that is the subject of the permit. Sub-section 1 above applies to construction, reconstruction, reconstruction, reconstruction, or repairs of the Municipality. This hold harmless provision shall 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 work 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 System, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 483-7164, 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 the damage to or interruption of underground utilities.

3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (313) 953-2154, 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 MICHIANA 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, soil or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDOH or reported on appropriate release forms for underground storage tanks.

Assignment: 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 ditches, island roads and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Notices 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 services agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the existing 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 unreasonably 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, preservation 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 money bond shall be required to ensure 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 protested 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 by 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 extended conditions or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of trees, banks, ditches and drainage requirements.

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

Surrender: 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 interruption resulting from the revocation of the permit.

Violation: The County may decline the permit and void it 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 on all or any portion of the performance bond to remove the County road right-of-way, drain easement, or County park property to necessary for reasonably safe and efficient operation and maintenance, or to establish extraordinary maintenance procedures or 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 within the road right-of-way, County drain easement or County park property. All items identified by the final inspection shall be removed 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 2007 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 inspection 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 design 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, omissions, or violations due to oversight or unforeseen contingencies such as faulty design, poor actual 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 for Pipeline Permits

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 whether the negligence is due to the Permit Holder or to joint negligence of the Permit Holder and the County, 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. 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 \$2,000,000 each occurrence and \$5,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$2,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$2,000,000 for bodily injury each person, each occurrence and property damage liability \$2,000,000 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 WCDPS shall be a Certificate Holder on the policy of insurance worded as, "Wayne County, and its officers, agents and employees are named as additional insured parties." It is also required that the annual permit numbers are included on each certificate of insurance.

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

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

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office. The policy shall also provide by endorsement for the removal of the contractual exclusion.

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

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

Resolution No. _____

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

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

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.851 et seq., the County permits
and regulates such activities noted above and related temporary road closures;

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

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

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

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

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

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

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

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

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

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

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

Name

Title

_____	_____
_____	_____

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



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

**Scope of Allowable Work and Conditions
for Annual Pipeline Utility Permits**

General Conditions:

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) 482-7181, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.

The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office, at (734) 955-9920, before starting any emergency underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County. For non emergency work, the Permit Holder shall call (734) 955-2154 at least 72 hours, excluding Saturdays Sundays and holidays, but not more than twenty-one (21) calendar days, before starting work.

Traffic shall be maintained in accordance with the current Manual on Uniform Traffic Control Devices and Wayne County Specifications.

A current copy of the, "Wayne County Rules, Specifications and Procedures for Construction Permits" shall be attached and incorporated as part of the conditions of the permit is available online at:

http://waynecounty.com/tas_engineering_csooffice.htm

Annual Utility Permits are limited to the following scope of work:

Excavation within the right-of-way for the purpose of inspection, making repairs, and routine maintenance of the utility owned facilities.

Special Conditions for Annual Pipeline Utility Permits

1. Emergency repairs may be made provided notification is given to the Permit Office as soon as possible, and no later than the next Wayne County business day.
2. Immediate notification must be given for emergency (public safety, health and welfare) operations which involve cutting of pavement. An individual permit shall be obtained by the Permit Holder as soon as possible.
3. The Permit Office shall be notified of normal repairs in advance and in writing. The Permit Holder shall provide the approximate location and date of all work to be performed.
4. Utility companies shall submit monthly reports to the Permit Office listing location, date and type of activity for each activity performed under the blanket permit for that month. These reports may be faxed to 734.595.6356.



Warren C. Evans
County Executive

November 11, 2024

City Of Inkster
26215 Trowbridge Street
Inkster, MI 48141-1800

RE: A-25114
2021 Annual Permit Package
Wayne County Department of Public Services
Engineering Division – Permit Office

Attention: Jerome Bivins

Enclosed is your Wayne County Annual Permit package. In an effort to expedite the process Wayne County DPS Engineering Division Permit Office is combining the Annual Maintenance Permit, Annual Pavement Restoration Permit, and Annual Special Events Permit into on single application.

1. **Annual Maintenance Permit:** The annual permit authorizes the permit holder to occupy Wayne County road right-of-way for the purpose of inspection, repair and routine maintenance of the following facilities which are under its jurisdiction:
 - a. Sanitary sewer inspection, repair and routine maintenance;
 - b. Water main inspection, repair, routine maintenance and installation of residential and commercial water service connections (two-inch maximum diameter);
 - c. Other utilities (i.e. natural gas, electric or fiber optic;
 - d. Application of dust palliatives; and
 - e. Repair and replacement of existing sidewalks.
2. **Annual Pavement Restoration Permit:** The annual permit authorizes the permit holder to occupy Wayne County road right-of-way for the purpose of pavement repair and restoration.
3. **Annual Permit for Special Events:** The annual permit grants preliminary authorization to a municipality to perform the following:
 - 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; and/or
 - c. Place a temporary banner within the County right-of-way.



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

- A. Scope of Work and Conditions for Municipal Maintenance Permits, *if applicable*
- B. Annual Special Events Attachment for Municipalities, *if applicable*
- C. Banner Attachment for Municipalities, *if applicable*
- D. General Conditions and Limitations of Permits, *if applicable*
- E. Indemnity and Insurance Attachment, *if applicable*
- F. Model Community Resolution, *if applicable*

As a condition of the municipal annual permit, the County requires that the governing body pass a blanket resolution of approval which accomplishes the following:

- A. Agrees to fulfill all permit obligations and conditions
- B. To the extent allowed by law, hold harmless and defend 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 all Annual Permits 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

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: Ms. Indira Boda
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.

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 734.858.2774

Respectfully Submitted,

A handwritten signature in blue ink that reads "Randa Saghir".

Randa Saghir
Administration Management

C: file

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



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, ordinances and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current Wayne County Rules, Regulations and Procedures for Permit Construction, included as an attachment to this permit, the Wayne County Standard Plans for Permit Construction, and the 1907 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 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 expenses 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 bond performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, and be 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 construction, reconstruction, maintenance, or repairs 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 file: 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 accepted 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 original 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 order to ensure additional notice may be required by the Permit Office. In the event that construction work occurs 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 Motor Vehicle Safety, MCL §408.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 442-7161, 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) 325-1134, 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, degrade, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MICHSA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Act of 1974, as amended. Wayne County makes no warranty other than expressed or implied as to the condition or reliability of subsurface utilities 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 those identified by the MSDS or reported on appropriate release forms for underground storage tanks.

Accessibility: 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, below grade and surface, wetlands, woodlands, flood plains, filling, noise regulations 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 unobstructed 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 returned. The Permit Holder shall conduct all operations so as to minimize inconvenience to driving 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 begins. 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 ensure the cost of restoring the disturbed portion of the right-of-way to its preconstruction condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protested 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 on the expiration of the Permit Office or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

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

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

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

Inspection and Timing of Material: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities under activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the first inspection shall be removed 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 1907 Standard Specifications for Construction, as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and the 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 covering erosion, disturbances, or conditions due to oversight or inadvertent contingencies such as faulty designs, poor actual 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 directed 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 conditions.



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

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 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 County property. The Permit Holder shall provide this indemnity whether the negligence is due to the Permit Holder or to joint negligence of the Permit Holder and the County, 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. 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 \$2,000,000 each occurrence and \$5,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$2,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$2,000,000 for bodily injury each person, each occurrence and property damage liability \$2,000,000 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 WCDPS shall be a Certificate Holder on the policy of insurance worded as, "Wayne County, and its officers, agents and employees are 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.

PERMIT OFFICE
33809 MICHIGAN AVE
WAYNE, MI 48184
PHONE (734) 595-6504
FAX (734) 595-6355

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



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

PERMIT No. A-25114	
ISSUE DATE 1/1/2025	EXPIRES 12/31/2025
REVIEW No.	WORK ORDER 79354

PROJECT NAME
INKSTER - PAVEMENT RESTORATION

LOCATION
VARIOUS

CITY/TWP
INKSTER

PERMIT HOLDER
CITY OF INKSTER
28215 TROWBRIDGE STREET
INKSTER, MI 48141-1800

CONTRACTOR

CONTACT
JEROME BIVINS

(313) 563-8774

CONTACT
<BLANK>

(313) 985-2444

DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7151, 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
PERMIT FEE	\$0.00
PLAN REVIEW FEE	\$0.00
PARK FEE	\$0.00
OTHER FEE	\$0.00
BOND	\$0.00
INSPECTION DEPOSIT	\$0.00
OTHER BOND	\$0.00
TOTAL COSTS	\$0.00
	LETTER OF CREDIT DEPOSITOR

TOTAL CHECK AMOUNT \$0.00
CASHIER DATE
1/1/2025

APPROVED PLANS PREPARED BY	
PLANS APPROVED BY	DATE PLANS APPROVED 1/1/2025
REQUIRED ATTACHMENTS GENERAL CONDITIONS INDEMNITY AND INSURANCE ATTACHMENT RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT www.waynecounty.com/tips_engineering_opcfiles.htm	

(PERMIT VALID ONLY IF ACCOMPANIED
BY SIGNATURE 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

JEROME BIVINS
PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

<BLANK>
CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY

DATE

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

Resolution No. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name

Title

_____	_____
_____	_____

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



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

**Scope of Allowable Work and Conditions
for Annual Pipeline Utility Permits**

General Conditions:

The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §480.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.

The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office, at (734) 955-9920, before starting any emergency underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County. For non-emergency work, the Permit Holder shall call (734) 955-2154 at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting work.

Traffic shall be maintained in accordance with the current Manual on Uniform Traffic Control Devices and Wayne County Specifications.

A current copy of the, "Wayne County Rules, Specifications and Procedures for Construction Permits" shall be attached and incorporated as part of the conditions of the permit is available online at:

http://waynecounty.com/tips_engineering_office.htm

Annual Utility Permits are limited to the following scope of work:

Excavation within the right-of-way for the purpose of inspection, making repairs, and routine maintenance of the utility owned facilities.

Special Conditions for Annual Pipeline Utility Permits

1. Emergency repairs may be made provided notification is given to the Permit Office as soon as possible, and no later than the next Wayne County business day.
2. Immediate notification must be given for emergency (public safety, health and welfare) operations which involve cutting of pavement. An individual permit shall be obtained by the Permit Holder as soon as possible.
3. The Permit Office shall be notified of normal repairs in advance and in writing. The Permit Holder shall provide the approximate location and date of all work to be performed.
4. Utility companies shall submit monthly reports to the Permit Office listing location, date and type of activity for each activity performed under the blanket permit for that month. These reports may be faxed to 734.595.6356.

Client#: 1830634 CITYINK
ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 11/14/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2600 W Big Beaver, Suite 140 Troy, MI 48064 248 353-5800		CONTACT NAME: Christian Jackson PHONE (A/C, No, Ext): 248 353-5800 E-MAIL ADDRESS: christian.jackson@usi.com FAX (A/C, No):															
INSURED City of Inkster 26215 Trowbridge St. Inkster, MI 48141		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER A</th> <th>NAIC #</th> </tr> <tr> <td>Princeton Excess & Surplus Lines Co.</td> <td>10786</td> </tr> <tr> <td>INSURER B: Accident Fund General Insurance Company</td> <td>12304</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A	NAIC #	Princeton Excess & Surplus Lines Co.	10786	INSURER B: Accident Fund General Insurance Company	12304	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES		CERTIFICATE NUMBER:		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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$2,000,000 Retained GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		N1A3RL000014103	09/01/2024	09/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$1,000,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ Retained LMT \$2,000,000 COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Retained LM \$2,000,000 EACH OCCURRENCE \$ AGGREGATE \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ Hired AUTOS ONLY ☐ SCHEDULED AUTOS - NON-OWNED AUTOS ONLY UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		N1A3RL000014103	09/01/2024	09/01/2025	Retained LMT \$2,000,000 COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Retained LM \$2,000,000 EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	AFWCP100087794	09/01/2024	09/01/2025	☒ PER STATUTE ☐ OTH-ER E1. EACH ACCIDENT \$1,000,000 E1. DISEASE - EA EMPLOYEE \$1,000,000 E1. DISEASE - POLICY LIMIT \$1,000,000
A	Wrongful Act Professional		N1A3RL000014103 N1A3RL000014103	09/01/2024 09/01/2024	09/01/2025 09/01/2025	\$2,000,000 Retained LMT \$2,000,000 Retained LMT

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

CERTIFICATE HOLDER Wayne County Department of Public Services Permit Office 33800 Michigan Avenue Wayne, MI 48184	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
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ACORD

Client#: 1830834

CITYINK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2024

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.

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PRODUCER USI Insurance Services, LLC 2600 W Big Beaver, Suite 140 Troy, MI 48064 248 353-5800	CONTACT NAME: Christian Jackson PHONE (A/C, No, Ext): 248 353-5800 E-MAIL: christian.jackson@usi.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Princeton Excess & Surplus Lines Co. NAIC #: 10786 INSURER B: Accident Fund General Insurance Company 12304 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED City of Inkster 28215 Trowbridge St. Inkster, MI 48141	

COVERAGES

CERTIFICATE NUMBER:

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	ADOL SUBR PER MYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$2,000,000 Retained GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JEST ☐ LOC OTHER:		N1A3RL000014103	09/01/2024	09/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED BOP (Any one person) \$1,000,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ Retained LMT \$2,000,000 COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Retained LM \$2,000,000 EACH OCCURRENCE \$ AGGREGATE \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		N1A3RL000014103	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Retained LM \$2,000,000 EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER/EMPLOYEE EXCLUDED (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	AFWCP100007794	09/01/2024	09/01/2025	PER STATUTE EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
A	Wrongful Act Professional		N1A3RL000014103 N1A3RL000014103	09/01/2024 09/01/2024	09/01/2025 09/01/2025	\$2,000,000 Retained LMT \$2,000,000 Retained LMT

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

CERTIFICATE HOLDER

CANCELLATION

Wayne County Department of Public Services
Permit Office
33809 Michigan Avenue
Wayne, MI 48184

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

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REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

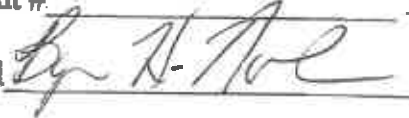
Date: December 11, 2024

From: Jerome Bivins, DPS Director Date: for Council's Consideration: December 16, 2024

ACTION REQUESTED: Consider authorizing the Director of DPS to enter into an agreement with the Wayne County Department of Public Services to maintain the stormwater management system in accordance with the drawing attached as Exhibit "A", and the terms of long-term maintenance plan attached as Exhibit "B" and the Wayne County Stormwater Ordinance and Administrative Rules.

Current Action ☒ Emergency ☐ Future ☐

Funds Budgeted: Yes ☐ Account # _____ No ☐ N/A ☒

Mayor's Approval 

BACKGROUND:

Wayne County requires an agreement be submitted to maintain stormwater management systems in accordance with the Stormwater Ordinance and Administrative Rules Mustang Property Inc., (Alan Markowitz) on behalf of the City of Inkster shall assume jurisdiction over, and accept responsibility for, maintenance of the stormwater management system(s) at 29721 Michigan Ave. to ensure that the stormwater management system functions properly as designed and constructed. Mustang Property Inc., (Alan Markowitz) has agreed not to hold the City of Inkster responsible for the operation and maintenance of the facilities. Wayne County requires a resolution from the City of Inkster to maintain the proposed stormwater management system and its facilities.

SCOPE OF SERVICES:

Mustang Property Inc., (Alan Markowitz) 29721 Michigan shall maintain the stormwater management system at the property located at Michigan Ave. to the full extent required by the Wayne County Department of Public Services to comply with the Wayne County Stormwater Ordinance and Administrative Rules including any future revisions Mustang Property Inc., (Alan Markowitz) shall not hold the City of Inkster accountable for maintenance and will be solely responsible to Wayne County for any breach or violations.

JUSTIFICATION:

To eliminate the City's liability and responsibility for maintenance of the stormwater management facility associated with 29721 Michigan Ave. and allow Mustang Property Inc., (Alan Markowitz) maintain and manage the stormwater management system located at 29721 Michigan Ave.

PROJECT IMPROVEMENTS:

Improve and promote the image of the City of Inkster.

COSTS:

N/A

PROJECTED TIME TABLE:

A resolution will be submitted to Wayne County as part of the agreement upon adoption by City Council.

RESOLUTION:

Authorization is hereby given to the Director of DPS to enter into an agreement with Wayne County Department of Public Services to maintain the stormwater management system in accordance with the drawing attached as Exhibit "A", the terms of the long-term maintenance plan attached as Exhibit "B" and the Wayne County Stormwater Ordinance and Administrative Rules. A resolution from the local municipality to maintain the proposed stormwater management system and its facilities is required.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



SILVERSTEIN LEGAL

COREY D. SILVERSTEIN**
NAVJYOT PRANCIS**
ANDREW KAUZ**

OF COUNSEL
KEVIN S. TOLL**
LAWRENCE G. WALTERS**

PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS

30150 TELEGRAPH ROAD, SUITE 444
BINGHAM FARMS, MICHIGAN 48025-4549
TELEPHONE 248.290.0655
FACSIMILE 248.220.1409
E-MAIL: COREY@SILVERSTEINLEGAL.COM

ADMITTED IN
ARIZONA**
DISTRICT OF COLUMBIA**
FLORIDA**
GEORGIA**
MICHIGAN**
NEW YORK**

December 11, 2024

By Email Only

Mr. Jerome Bivins
City of Inkster
jbivins@cityofinkster.com

Re: 29721 Michigan Avenue, Inkster, MI

Dear Mr. Bivins,

Be advised that this correspondence shall confirm that my client, Mustang Properties, Inc. and its majority shareholder, Mr. Alan Markovitz, will assume all liability and perform all maintenance services on the retention pond located on the "Planet Kush" property located at 29721 Michigan Avenue, Inkster, MI.

If you have any questions or require and additional information, please contact me immediately.

Thank you very much.

Very truly yours,

SILVERSTEIN LEGAL

/s/Corey D. Silverstein

Corey D. Silverstein



Warren C. Evans
Wayne County Executive

November 27, 2024

Mr. Jerome Bivens
City of Inkster
26215 Trowbridge
Inkster, Michigan 48141-2314

**RE: Maintenance of Storm Water Management
Maintenance Permit for Inkster Dispensary Storm Sewer 22060**

Dear Mr. Bivens

Enclosed are the Storm Water Maintenance Permit M24-0094 and Exhibits A&B.

Please sign and date the enclosed maintenance permit and request Council to pass a Resolution as required by the Wayne County Storm Water Ordinance.

http://www.waynecounty.com/doe_wqm_res_stormwm_standards.htm

Please return complete packet to Wayne County Permit Office. An executed copy of this permit with exhibits will be returned to your attention.

If you have any questions or concerns, you may contact me at 734.858-2756

Sincerely,

Basma Gawil

Basma Gawil
Permit Review Engineer

PERMIT OFFICE
33809 MICHIGAN AVE
WAYNE, MI 48184
PHONE (734) 858-2774
FAX (734) 595-6358

72 HOURS BEFORE ANY
CONSTRUCTION CALL
Inspection Staff
(734) 858-2761
FOR INSPECTION



Permit No.
M24-0094
ISSUE DATE
6/16/2023 11:23:55AM
REVIEW NO.
R22-0762

WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES

PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PROJECT NAME: Maintenance Permit for Inkster Dispensary Storm Sewer 22060

LOCATION: Henry Ruff and Middlebelt Road CITY/TOWNSHIP: City of Inkster

PERMIT HOLDER:

26216 TROWBRIDGE
INKSTER, MI 48141
Contact: Mr. Jerome Blvens

Work:
Work Ext:
Mobile:
Home:

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

PERMIT TO MAINTAIN THE STORM WATER MANAGEMENT SYSTEM IN ACCORDANCE WITH THE DRAWING ATTACHED AS EXHIBIT 'A', THE TERMS OF THE LONG-TERM MAINTENANCE PLAN ATTACHED AS EXHIBIT 'B' AND THE WAYNE COUNTY STORM WATER ORDINANCE AND ADMINISTRATIVE RULES. A RESOLUTION FROM THE LOCAL MUNICIPALITY TO MAINTAIN THE PROPOSED STORM WATER MANAGEMENT SYSTEM AND ITS FACILITIES IS REQUIRED.

THE City of Inkster SHALL ASSUME JURISDICTION OVER AND ACCEPT RESPONSIBILITY FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM(S) TO ENSURE THAT THE STORM WATER MANAGEMENT SYSTEM FUNCTIONS PROPERLY AS DESIGNED AND CONSTRUCTED. THE PERMIT HOLDER'S RESPONSIBILITIES UNDER THIS PERMIT SHALL INCLUDE, WITHOUT LIMITATIONS, (A) ANY MONITORING AND PREVENTIVE MAINTENANCE ACTIVITIES SET FORTH IN THE PLAN; (B) ANY AND ALL REMEDIAL ACTIONS NECESSARY TO REPAIR, MODIFY OR RECONSTRUCT THE SYSTEM AND (C) OTHER ACTIVITIES OR RESPONSIBILITIES FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM AS MAY BE SET FORTH IN THE ORDINANCE, ADMINISTRATIVE RULES, THE PLAN OR THIS PERMIT.

THE City of Inkster SHALL PERFORM ALL MONITORING, MAINTENANCE, REMEDIAL AND OTHER RESPONSIBILITIES REQUIRED BY THE WAYNE COUNTY ORDINANCE, ADMINISTRATIVE RULES, THE PLAN AND THIS PERMIT, IN PERPETUITY AND AT ITS SOLE COST EXPENSE.

THE City of Inkster SHALL PREPARE, EXECUTE AND (IF NECESSARY) RECORD ANY AND ALL AGREEMENTS, CONTRACTS AND OTHER DOCUMENTS THAT MAY BE REQUIRED TO PERFORM ITS OBLIGATIONS HEREUNDER AND ENSURE MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM IN PERPETUITY.

IF WAYNE COUNTY FINDS IT NECESSARY TO ADJUST OR RELOCATE ALL OR ANY PORTION OF THE PERMITTED STORM WATER MANAGEMENT SYSTEM, THE PERMIT HOLDER SHALL CAUSE THIS ADJUSTMENT OR RELOCATION TO BE ACCOMPLISHED AT NO EXPENSE TO THE COUNTY. PRIOR TO ANY WORK BEING PERFORMED IN THE RIGHT-OF-WAY, A PERMIT SHALL BE SECURED FROM THE WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES PERMIT OFFICE.

APPROVED PLANS PREPARED BY
Applicant :

PLANS APPROVED BY
Anthony Amaro

DATE
11/27/2024

REQUIRED ATTACHMENTS

EXHIBIT A: MAP DEPICTING PHYSICAL LIMITS OF STORM WATER MGT SYSTEM
EXHIBIT B: LONG TERM MAINTENANCE PLAN
EXHIBIT C: BINDING AGREEMENT (COMMUNITY RESOLUTION)

(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.

Mr. Jerome Blvens
PERMIT HOLDER NAME / AUTHORIZED AGENT

DATE

WAYNE COUNTY DEPARTMENT
OF PUBLIC SERVICES

PREPARED BY

VALIDATED BY PERMIT COORDINATOR

DATE

EXHIBIT A - PHYSICAL LIMITS OF STORMWATER MANAGEMENT SYSTEM

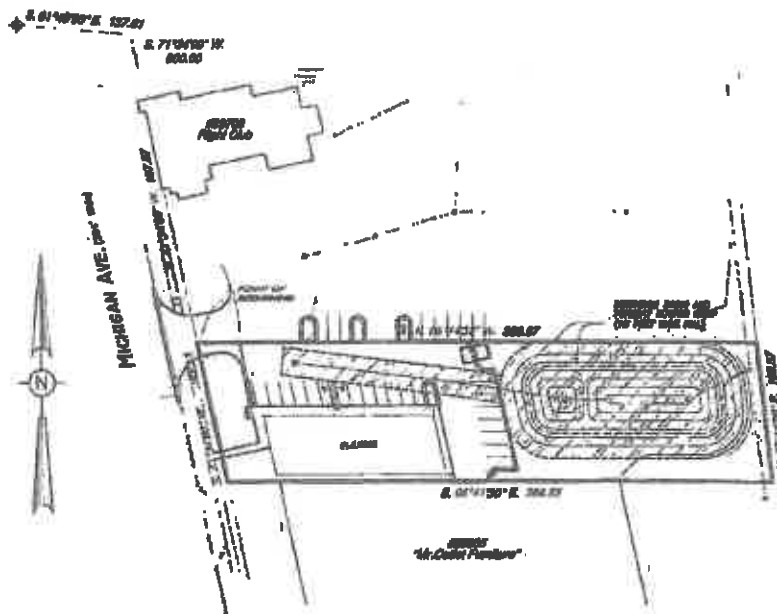


LEGAL DESCRIPTION

PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 26, TOWN 2 SOUTH,
RANGE 9 EAST, DESCRIBED AS:

BEGINNING AT A POINT SOUTH 01°48'00" EAST, 137.81 FEET AND SOUTH 71°34'00" WEST, 897.87 FEET FROM THE EAST-~~1/4~~ CORNER OF SECTION 28; THENCE SOUTH 71°34'00" WEST, 102.13 FEET; THENCE SOUTH 08°41'30" EAST 398.55 FEET; THENCE NORTH 77°14'00" EAST, 100.57 FEET; THENCE NORTH 08°41'30" WEST, 398.87 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 0.90 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TAX IDENTIFICATION NUMBER: 44-012-88-0014-702



LEGEND:

-  CITY OF INKSTER
STORM MAINTENANCE
RESPONSIBILITY
-  STORM SEWERS

WAYNE COUNTY
MAY 23 2023
DPS PERMITS

INKSTER DISPENSARY

PART OF THE SE 1/4 OF SECTION 26, T.2S., R.9E.
CITY OF INKSTER, WAYNE COUNTY, MICHIGAN

PROPERTY OWNER: MUSTANG PROPERTIES INC.

**VITINS ENGINEERING**

VITINS ENGINEERING
44275 BRANDYWYNE
CANTON, MICHIGAN 48187
TELEPHONE: (734) 453-3480
EMAIL: vtins@umich.edu

DATE
18 MAY 23

JOB NO.
22060

SCALE
1" = 100'

DRAWN
UGV

CHECKED
UGV

SHEET
1 OF 1

EXHIBIT B - STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN

Wayne County DPS Permit No.: M-
Wayne County DPS Plan Review No.: R22-0762

A. Physical Limits of the Storm Water Management System

The storm water management system (SWMS) subject to this long-term maintenance plan (Plan) is depicted on Exhibit A to the permit and includes without limitation the storm sewers, catch basins, manholes, inlets, outlets, and outlet pipe that conveys flow from the site storm sewer collection system to the forebay-detention basin. For the purposes of this plan, this storm water management system (SWMS) and all of its components as shown in Exhibit A is referred to as "Inletter Dispersary SWMS".

B. Time Frame for Long-Term Maintenance Responsibility

Mustang Properties Inc. is responsible for maintaining the Inletter Dispersary SWMS, including complying with applicable requirements of the local or Wayne County soil erosion and sedimentation control program until Wayne County releases the construction permit. Long-term maintenance responsibility for the Inletter Dispersary SWMS commences when defined by the maintenance permit issued by the County. Long-term maintenance continues in perpetuity.

C. Manner of Insuring Maintenance Responsibility

City of Inletter has assumed responsibility for long-term maintenance of Inletter Dispersary SWMS. The resolution by which the City of Inletter has assumed maintenance responsibility is attached to the permit as Exhibit C. Mustang Properties Inc., through a maintenance agreement with City of Inletter, has agreed to perform the maintenance activities required by this plan. City of Inletter retains the right to enter the property and perform the necessary maintenance of the Inletter Dispersary SWMS if Mustang Properties Inc. fails to perform its required maintenance activities. To ensure that the Inletter Dispersary SWMS is maintained in perpetuity, the map of the physical limits of the storm water management system (Exhibit A), this plan (Exhibit B), the resolution attached as Exhibit C, and the maintenance agreement between the City of Inletter and the property owner(s) will be recorded with the Wayne County Register of Deeds. Upon recording, a copy of the recorded documents will be provided to the County.

D. Long-Term Maintenance Plan and Schedule

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance and remedial actions). While performing maintenance, chemicals should not be applied to the forebay, detention basin, buffer strip, or watercourse. Table 1 also identifies site-specific work needed to ensure that the storm water management system functions properly as designed.

TABLE 1 STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE								
MAINTENANCE ACTIVITIES	SYSTEM COMPONENTS	Storm Collection System (Inlets, Catch Basins, Manholes, Sewers)	Inlets to Forebay & Detention Basin	Forebay & Detention Basin	Outlet Control Structures & Outlet Pipes	Buffer Strip	Spillways, Rhymp	Pavement Areas, Others
Monitoring/Inspection								
Inspect for Sediment Accumulation**/Clogging of Stone Filter		X	X	X	X			Annually
Inspect For Floatables, Dead Vegetation & Debris		X	X	X	X	X		Annually & After Major Events
Inspect For Erosion And Integrity of Banks & Berms		X	X	X	X	X	X	Annually & After Major Events
Monitor Plantings/Vegetation		X		X		X		2 Times per Year
Inspect All Components During Wet Weather & Compare to As-Built Plans		X	X	X	X	X	X	Annually
Ensure Maintenance Access Remain Open/Clear		X	X	X	X	X	X	Annually
Preventative Maintenance								
Mowing		X		X		X		As Needed, select areas only*
Remove Accumulated sediments		X	X	X	X			As needed**
Remove Floatables, Debris, Invasive & Dead Vegetation		X		X		X		As Needed
Replace or Wash & Reuse rears stone filters				X				Every 3 years, or as needed***
Sweeping of Paved Surfaces, Clean Oil Spills Immediately							X	As Needed
Remedial Actions								
Repair/Stabilize Areas of Erosion		X	X	X	X	X	X	As Needed
Replace Dead Plantings and Trees, Reseed Bare Areas		X		X		X		As needed
Structural Repairs		X	X	X	X	X	X	As Needed
Make Adjustments/Repairs to Ensure Proper Functioning		X	X	X	X	X	X	As Needed

NOTES: *As per City of Inletter Ordinance. **Forebay & Detention Basin to be cleaned whenever sediments accumulate to a depth of 6-12 inches, or if sediment resuspension is observed. *** Replace stones if they cannot be adequately cleaned.

PROPERTY INFORMATION: Mustang Properties Inc. 28708 Michigan Avenue City of Inletter, Wayne County, Michigan	PROPERTY OWNER: Mustang Properties Inc. 28708 Michigan Avenue, Suite B Inletter, MI 48141 Contact: Mr. Alan Markovitz Phone: (734) 552-0642	ENGINEER: Vidas Engineering 44275 Brandynway Canton, MI 48107 Phone: (734) 463-3400	DATE: 8/18/2023 SHEET 1 OF 1
--	--	---	---

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: December 3, 2024

From: Jerome Bivins, DPS Director

Date for Council's Consideration: December 15, 2024

ACTION REQUESTED: Consider authorizing the Director of DPS, as a representative of the City, to make an application to the Michigan Department of Transportation for the necessary annual permit to work within the State trunk line right of way on behalf of the City of Inkster. Also consider adopting the attached resolution to be submitted to MDOT as part of the requirement to submit the permit application.

Current Action ☒ X _____ Emergency _____ Future _____

Funds Budgeted: If Yes _____ Account # _____ No _____ N/A _____

Mayor's Approval *Byron Nolen*

BACKGROUND:

Michigan Avenue (US12) is a State trunk line. Any work performed in the infrastructure within the right of way of this trunk line requires a permit from MDOT. The example of works would be to repair fire hydrants, water gate valves, manholes, sewer or water lines, etc.

SCOPE OF SERVICES:

To perform repair works within the State trunk line right away.

JUSTIFICATION:

MDOT's Standard Operation Practice.

PROJECT IMPROVEMENTS:

Improve and promote the image of Inkster.

COSTS:

N/A

PROJECTED TIMETABLE:

Resolution will be submitted as part of application upon adoption by the Mayor and Council resolution.

RESOLUTION:

Authorization is hereby given to the Director of DPS, as a representative of the City, to make an application to the Michigan Department of Transportation for the necessary annual permit to work within the State trunk line right of way on behalf of the City of Inkster. Also consider adopting the attached resolution to be submitted to MDOT as part of the requirement to submit the permit application.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

PERFORMANCE RESOLUTION FOR MUNICIPALITIES

This Performance Resolution (Resolution) is required by the Michigan Department of Transportation for purposes of issuing to a Municipality an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

RESOLVED WHEREAS, the

City of Inkster

(County, City, Village, Township, etc.)

hereinafter referred to as the "MUNICIPALITY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the MUNICIPALITY agrees that:

1. Each party to this *Resolution* shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this *Resolution*, as provided by law. This *Resolution* is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the MUNICIPALITY is performed by a contractor, the MUNICIPALITY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employees, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the MUNICIPALITY. Failure of the MUNICIPALITY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the MUNICIPALITY by a contractor or subcontractor will be solely as a contractor for the MUNICIPALITY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the MUNICIPALITY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the MUNICIPALITY.
4. The MUNICIPALITY 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 State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
5. The MUNICIPALITY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the MUNICIPALITY'S facilities according to a PERMIT issued by the DEPARTMENT.

6. With respect to any activities authorized by a PERMIT, when the MUNICIPALITY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
7. The incorporation by the DEPARTMENT of this *Resolution* as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
8. This *Resolution* shall continue in force from this date until cancelled by the MUNICIPALITY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the MUNICIPALITY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the MUNICIPALITY.

Title and/or Name:

Maya Roots, Special Project Manager

La-Toria Triplett, Deputy Director

Jerome Bivins, Director

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the _____ Council

 (Name of Board, etc.)
 of the _____ City of Inkster _____ of _____ Wayne

 (Name of MUNICIPALITY) _____ (County)
 at a _____ Council _____ meeting held on the _____ 16 _____ day
 of _____ December _____ A.D. _____ 2024

Signed

City Clerk

Title

Print Signed Name

ACORD™

Client#: 1830634

CITYINK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/09/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC
2600 W Big Beaver, Suite 140
Troy, MI 48064
248 353-5800

CONTACT NAME: Christian Jackson
PHONE: 248 353-5800
E-MAIL: christian.jackson@usl.com
ADDRESS:

TYPE
(A/C No):

INSURED
City of Inkster
28215 Trowbridge St.
Inkster, MI 48141

INSURER(S) AFFORDING COVERAGE
INSURER A: Princeton Excess & Surplus Lines Co. **NAIC #** 10786
INSURER B: Accident Fund General Insurance Company **12304**
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

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.

INSTR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR X \$2,000,000 Retained GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		N1A3RL000014103	09/01/2024	09/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$1,000,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ Retained LMT \$2,000,000 COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Retained LM \$2,000,000 EACH OCCURRENCE \$ AGGREGATE \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRE AUTOS ONLY UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		N1A3RL000014103	09/01/2024	09/01/2025	Retained LMT \$2,000,000 COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Retained LM \$2,000,000 EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	AFWCP100097784	09/01/2024	09/01/2025	X PER STATUTE OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Wrongful Act Professional		N1A3RL000014103 N1A3RL000014103	09/01/2024 09/01/2024	09/01/2025 09/01/2025	\$2,000,000 Retained LMT \$2,000,000 Retained LMT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as Additional Insured with respects to General Liability as required by written contract.

Permit #A-25059 - Michigan Department of Transportation MDOT

CERTIFICATE HOLDER

Michigan Department of Transportation
6510 Telegraph Road
Taylor, MI 48180

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

Di A. R.

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