

**APPLICATION AND PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN
 WITHIN THE RIGHT-OF-WAY OF; OR TO CLOSE, A COUNTY ROAD
 APPLICATION**

An applicant is defined as an owner of property adjacent to the right-of-way, the property owner's authorized representative; or an authorized representative of a private or public utility who applies for a permit to construct, operate, use, and/or maintain a facility within the right-of-way for the purpose outlined within the application. A contractor who makes application on behalf of a property owner or utility must provide documentation of authority to apply for a permit.

APPLICANT	Kalamazoo Public Services 415 Stockbridge Avenue Kalamazoo, MI 49001	CONTRACTOR	TBD Eric Sajtar Phone(s): 269-491-3882 - - - EMail: sajtare@kalamazoo.org
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Applicant/Contractor request a permit for the following work within the right of way of a county road:
 Utility - Other, Service tap-no pvmt/shldr cuts, Other

LOCATION: County Road Q Avenue Between Finnagen Street And Barony Pointe
 Township Texas Twp Section _____ Side of Road South Property ID Q Ave w/o Barony Point

DATE: Work to begin on 04/15/2024 Work to be completed by 10/31/2024

I certify and acknowledge that (1) the information contained in this application is true and correct, (2) the commencement of the work described in this application shall constitute acceptance of the permit as issued, including all terms and conditions thereof and, (3) if this permit is for commercial or residential driveway work, I am the legal owner of the property that this driveway will serve, or I am the authorized representative.

Applicant's Signature: _____ Title: _____ Date: _____	Contractor's Signature: _____ Title: _____ Date: _____
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PERMIT

The term "Permit Holder" in the terms and conditions set forth on the reverse side hereof, refers to the applicant and the contractor, where applicable. By performing work under this permit, the Permit Holder acknowledges and agrees that this permit is subject to all the rules, regulations, terms and conditions set forth herein, including on the reverse side hereof. Failure to comply with any of said rules, regulations, terms and conditions shall render this permit NULL AND VOID.

REQUIREMENTS	FEE TYPE	AMOUNT	RECEIPT NO	DATE	
	Other Work Outs	135.00			Letter of Credit _____ <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Surety Bond _____ <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Retainer Letter _____ <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Approved Plans on File _____ <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Certificate of Insurance _____ <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Attachments/Supplemental Specifications _____ <input type="checkbox"/> Y <input checked="" type="checkbox"/> N

OTHER REQUIREMENTS:

Permit for the installation of an autoflusher and leaching basin at the outer limits of the ROW at Q Ave w/o Barony Point.
 All underground facilities parallel to the road must be maintained at a minimum of 36" below existing ground level.
 All Signing SHALL match approved plan and comply with part 6 of the MMUTCD.
 Soil Erosion and Sedimentation Control Measures must be in place.
 For any traffic interruptions, road closures or detours the applicant and/or event organizer must provide an advance public notice (social media, news release, etc.) and cc: the RCKC and local municipality on the public notice. The public notice shall include contact information for any questions.

Recommended for Issuance By: _____

Approved By: _____

Jon Fitzsimmons

Digitally signed by Jon Fitzsimmons

Date: 2024.02.16 10:12:10 -05'00'

Title: _____ Date: _____

Title: _____ Date: _____

TERMS AND CONDITIONS

1. **Specifications.** All work performed under this permit must be done in accordance with the application, plans, specifications, maps and statements filed with the Road Commission of Kalamazoo County ("Road Commission") and must comply with the Road Commission's current procedures and regulations on file at its offices and the current MDOT Standard Specifications for Construction, if applicable.
2. **Fees and Costs.** The Applicant/ Permit Holder shall be responsible for all costs incurred by the Road Commission relating to this Application and Permit. The Applicant/Permit Holder shall deposit estimated fees and costs, as determined by the Road Commission, prior to permit issuance/approval.
3. **Bond.** The Permit Holder shall provide a cash deposit, irrevocable letter of credit or bond in a form and amount acceptable to the Road Commission prior to permit issuance.
4. **Insurance.** The Permit Holder shall furnish proof of general liability insurance in amounts not less than \$2,000,000 each occurrence and general aggregate, proof of automobile liability 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 \$500,000 for bodily injury per person. Such proof of insurance shall include a valid certificate of insurance demonstrating that the Road Commission is an additional insured party on the policy. Such insurance shall cover a period not less than the term of this permit and shall provide that it cannot be cancelled without 30 days advance written notice to the Road Commission, by certified mail, first-class, return receipt requested. This permit is invalid if insurance expires during the authorized period of work described herein.
5. **Indemnification.** In addition to any liability or obligation of the Permit Holder that may otherwise exist, Permit Holder shall, to the fullest extent permitted by law, indemnify and hold harmless the Road Commission and its commissioners, officers, agents, and employees from and against any and all claims, actions, proceedings, liabilities, losses, and damages thereof, and any and all costs and expenses, including legal fees, associated therewith which the Road Commission may sustain by reason of claims for or allegations of the negligence or violation of the terms and conditions of this permit by the Permit Holder, its officers, agents, or employees, arising out of the work which is the subject of this permit, or arising out of work not authorized by this permit, or arising out of the continued existence of the operation or facility, which is the subject of this permit.
6. **Miss Dig.** The Permit Holder must comply with the requirements of Michigan Public Act 174 of 2013, as amended. CALL MISS DIG AT (800) 482-7171 or www.missdig.org AT LEAST THREE (3) FULL WORKING DAYS, BUT NOT MORE THAN FOURTEEN (14) CALENDAR DAYS, BEFORE YOU START WORK. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
7. **Notification of Start and Completion of Work.** The Permit Holder must notify the Road Commission at least 48 hours before starting work, when work is completed, and additionally as directed by the Road Commission.
8. **Time Restrictions.** All work shall be performed Mondays through Fridays between and unless written approval is obtained from the Road Commission, and work shall be performed only during the period set forth in this permit. Perform no work except emergency work, unless authorized by the Road Commission on Saturdays, Sundays, or from on the day proceeding until the normal starting time the day after the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
9. **Safety.** Furnish, install and maintain all necessary traffic controls and protection during Permit Holder's operations in accordance with the Manual of Uniform Traffic Control Devices, Part 6 and any supplemental specifications set forth herein.
10. **Restoration and Repair of Road.** The construction, operation and maintenance of the activity covered by this permit shall be performed by the Permit Holder without cost to the Road Commission unless specified herein. The Permit Holder shall also be responsible for the cost of restoration and repair of the right-of-way determined by the Road Commission to be damaged as a result of the activity which is the subject of this permit. Restoration shall meet or exceed conditions when work is commenced and be in accordance with specifications. The Permit Holder shall be responsible for costs incurred by the Road Commission for emergency repairs performed by or on behalf of the Road Commission for the safety of the motoring public. Said repairs shall be performed with or without notice to the Permit Holder if immediate action is required. This determination shall be in the sole and reasonable opinion of the Road Commission.
11. **Limitation of Permit.** Issuance of this permit does not relieve Permit Holder from meeting any and all requirements of law, or of other public bodies or agencies. The Permit Holder shall be responsible for securing and shall secure any other permits or permission necessary or required by law from cities, villages, townships, corporations, property owners, or individuals for the activities hereby permitted. Any work not described by the application, including the time and place thereof, is strictly prohibited in the absence of the application for and issuance of an additional permit or amendment to this permit.
12. **Revocation of Permit.** This permit may be suspended or revoked at will, and the Permit Holder shall surrender this permit and alter, relocate or remove its facilities at its expense at the request of the Road Commission. It is understood that the rights granted herein are revocable at the will of the Road Commission and that the Permit Holder acquires no rights in the right-of-way and expressly waives any right to claim damages or compensation in case this permit is revoked.
13. **Assignability.** This permit is not assignable and not transferable unless specifically agreed to by the Road Commission in writing.
14. **Authority.** The statutory authority of the Road Commission to require compliance with permit requirements is predicated upon its jurisdictional authority and is set forth in various statutes including, without limitation and in no particular order, MCL §247.321 et seq; MCL §224.19b; MCL §560.101 et seq; and MCL §247.171 et seq.

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Applicant/Contractor request a permit for the following work within the right of way of a county road:
 Utility - Other, Service tap-no pvmt/shldr cuts, Other

LOCATION: County Road Forest Creek Drive Between _____ And Stadium Drive
 Township Oshtemo Twp Section _____ Side of Road East Property ID Forest Creek Dr @ Stadium D
 DATE: Work to begin on 04/15/2024 Work to be completed by 10/31/2024

I certify and acknowledge that (1) the information contained in this application is true and correct, (2) the commencement of the work described in this application shall constitute acceptance of the permit as issued, including all terms and conditions thereof and, (3) if this permit is for commercial or residential driveway work, I am the legal owner of the property that this driveway will serve, or I am the authorized representative.

Applicant's Signature: _____ Title: _____ Date: _____	Contractor's Signature: _____ Title: _____ Date: _____
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REQUIREMENTS	FEE TYPE	AMOUNT	RECEIPT NO	DATE	
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OTHER REQUIREMENTS:

Permit for the installation of an autoflusher and leaching basin at the outer limits of the ROW at Forest Creek Dr s/o Stadium Dr.
 All underground facilities parallel to the road must be maintained at a minimum of 36" below existing ground level.
 All Signing SHALL match approved plan and comply with part 6 of the MMUTCD.
 Soil Erosion and Sedimentation Control Measures must be in place.
 For any traffic interruptions, road closures or detours the applicant and/or event organizer must provide an advance public notice (social media, news release, etc.) and cc: the RCKC and local municipality on the public notice. The public notice shall include contact information for any questions.

Recommended for Issuance By: _____

Approved By: **Jon Fitzsimmons**
 Digitally signed by Jon Fitzsimmons
 Date: 2024.02.16 10:22:05 -05'00'

Title: _____ Date: _____

Title: _____ Date: _____

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