



# CITY OF BAY CITY ENCROACHMENT PERMIT APPLICATION

Permit Number

Permit Expires

Provide the following when submitting an Encroachment Permit Application:

Complete attached encroachment permit application

Include appropriate fee payable to the Bay City Treasurer (Send check by mail when emailing the application)

Certificate and policy of insurance as stated below

A scaled drawing, site plan or map indicating the location of the proposed encroachment

If applying for an encroachment for the overhang of a sign, a sign permit must be obtained from Building Code Enforcement after approval of Encroachment Permit

### **Permit must be approved before the encroachment work may occur.**

For questions, call the Engineering Division at (989) 894-8181

Return completed application and attachments to: City of Bay Engineering Division  
301 Washington Avenue, Room 409  
Bay City, MI 48708  
or  
[engineering@baycitymi.org](mailto:engineering@baycitymi.org)

Applicant

Phone

Encroachment Address

Email

Property Owner

Commercial

Residential

Description and Purpose of Encroachment

Road Cuts

Sidewalk Cuts

Lane/Parking Closures

Sidewalk Closures

**Temporary Encroachment (less than 90 days) \$25 Fee**

Proposed Start Date

**Long-Term Encroachment (90 days or more) \$50 Fee**

Proposed Completion Date

Insurance Carrier

Specified Term:

(As long as the Certification of Liability Insurance is compliant with the City of Bay City’s Encroachment Policy stated below.)

Without specified term. (As long as the Certification of Liability Insurance is compliant with the City of Bay City’s Encroachment Policy stated below.)

**Insurance Requirements:**

Applicant covenants and agrees, in the event that an encroachment permit is issued, to indemnify, protect, defend and save the City harmless from any and all claims, actions or suits for any loss, liability or damage that may be asserted or leveled against the property or the City by reason of Applicant's use or occupancy of the City's property, including any expenses, costs or attorney fees incurred in connection with any such claim, action or suit. In the event of any incident occurring on the property, resulting in any personal injury, including death, which in any manner whatsoever involves the permitted encroachment, Applicant agrees to notify the City within 72 hours of the happening of any said incident or occurrence.

Applicant covenants and agrees to purchase and maintain, during all periods for which an encroachment permit is applicable, a policy of general liability insurance in the amount of not less than \$500,000 per occurrence and in the aggregate which shall protect and save harmless the City, its officers and employees from any and all manner of claims, suits or actions for injuries, death, losses or damages arising out of, occurring or resulting to any person or property as a result of the requested encroachment.

The certificate and policy of insurance shall be endorsed as follows:

The City of Bay City, its officers and employees are additional insureds. This coverage is primary to the City and not contributing or pro rata with any other insurance or similar protection which is or may be available to or carried by the City."

**A Certificate of Liability Insurance Form with the above wording and "City of Bay City" added as the Certificate Holder must be attached to the application (see the following example).**

Example of a Certificate of Liability Insurance Form:

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)	
<p>1. INCLUDE THE LOCATION THAT THIS ENCROACHMENT PERMIT WILL COVER.</p> <p>2. INCLUDE ALL OF THE FOLLOWING LANGUAGE: The City of Bay City, its officers and employees are additional insureds. This coverage is primary to the City and not contributing or pro rata with any other insurance or similar protection which is or may be available to or carried by the City.</p>	
CERTIFICATE HOLDER	CANCELLATION
<p>City of Bay City 301 Washington Bay City, MI 48708</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	AUTHORIZED REPRESENTATIVE
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ACORD 25 (2009/09) 1 of 1 #S199819/M199208	The ACORD name and logo are registered marks of ACORD
	AYC

All insurance shall be obtained from companies licensed and admitted to do business in the State of Michigan. The certificate and/or policy of insurance shall provide that the City shall be given 15 days written notice should the policy be cancelled or amended before its expiration.

## Applicant Submittal

The Applicant covenants and agrees to strictly comply with all terms and conditions of the City's Encroachment Policy and any encroachment permit which may be issued as a result of this application. Applicant further understands and agrees that the City in its sole and absolute discretion may approve, deny or set any limitations on any encroachment permit which may be issued, or may at any time alter or amend, modify, rescind or revoke any permit for the use of the City's property by the Applicant, all without recourse or remedy by the Applicant, or liability of the City.

By granting permission to use or occupy the City's property for the stated purpose, the City is only granting Permittee a mere license. Permittee shall waive, release and relinquish any and all claim of right, title or interest in the City's property or ROW. In the event that the property's use is changed or the property is sold, transferred or otherwise conveyed by the Applicant or Owner, the encroachment permit shall expire. In the event that the Applicant fails to comply with any of the conditions or agreements set forth above or in the City's Encroachment Policy, or fails to maintain the encroachment in good condition and repair, in compliance with all applicable state law and City ordinances, including building codes and regulations, then this encroachment permit shall automatically expire and Applicant shall immediately remove the encroachment.

The undersigned states that he/she has full authority to execute this application on behalf of the owner and acknowledges receipt of a copy of the City's Encroachment Policy and agrees to comply with all terms and conditions set forth therein.

Applicant Name (Print)

Date

Applicant Signature

For office use only

**Approved**

**Approved with Conditions** (see below)

**Denied** (see below)

General Conditions

Temporary Traffic Control Devices: Place and maintain temporary traffic control devices in accordance with the current Michigan Manual of Uniform Traffic Control Devices during any construction activity in the public right-of-way.

Excavations: Backfill all excavation within the public right-of-way with compacted sand to the base of the pavement, concrete, or topsoil.

Pavement Replacement: Restore the street surface in accordance with City Standard. This includes establishing a straight/rectangular street cut surface, placement of roadway base, and surface to match the existing pavement structure.

Lawn Restoration: Place 4 inches of topsoil, seed, and mulch excavation within the lawn area.

Concrete Curb Replacement: Remove concrete curb to the nearest control joint and replace to the section existing. Use six-sack concrete mix with air in all locations.

Sidewalk and Driveway Approaches: Remove sidewalk or drive approach to the nearest control joint and replace with 6 inch thick concrete at driveways and 4 inch thick otherwise. Use six-sack concrete mix with air in all locations.

Notify this office      days before work commences (989) 894-8181.

Notify this office when work is complete (989) 894-8181.

Special Conditions / Denial Reasons / Comments

Authorized City Representative

Date

cc: City Clerk  
Applicant  
Engineering Division