# City of Detroit

Janice M. Winfrey City Clerk

OFFICE OF THE CITY CLERK

Andre P. Gilbert II Deputy City Clerk

### DEPARTMENT PETITION REFERENCE COMMUNICATION

To: The Department or Commission Listed Below

From: Janice M Winfrey, Detroit City Clerk

The following petition is herewith referred to you for report and recommendation to the City Council.

In accordance with that body's directive, kindly return the same with your report in duplicate within four (4) weeks.

Petition No.

2024-257

Name of Petitioner

Tour de Troit, Inc.

Description of Petition

Petition request to hold "Tour de Troit" at Riverside & Roosevelt Park and through city on September 14th from 6:00 AM to 5:00 PM. Set-up to begin September 13th at 6:00 AM and completed by 10:00 PM the same day. Tear down to begin on September 14th at 5:00 PM and completed by 9:00 PM the same day.

Type of Petition

**Special Events** 

Submission Date

07/19/24

Concerned Departments

"Buildings, Safety Engineering, and Environmental Department (BSEED), Department of Public Works (DPW), Detroit Department of Transportation (DDOT), Detroit Fire Department (DFD), General Services Department (GSD), Media Services Department, Municipal Parking Department, Police Department (DPD)"

Petitioner Contact

Vittoria Katanski P: (248) 766-6485 vittoria@tour-de-troit.org

# City of Detroit Special Events Application Authorizations

## **AUTHORIZATION & AFFIDAVIT OF APPLICANT**

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understood and agreed to abide by the rules and regulations governing the proposed special event, and I understand that this application is made subject to the rules and regulations established by the Mayor or the Mayor's designee. Applicant agrees to comply with all other requirements of the City, County, State, and Federal Government and any other applicable entity, which may pertain to special events. I further agree to abide by these rules, and further certify that I agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the event to the City of Detroit.

Applicant Signature: Vittoria Katanski Date: 06-18-2024

NOTE: Completion of this form does not constitute approval of your event. Pending review by the Special Events Management Team, you will be notified of any requirements, fees, and/or restrictions pertaining to your event.

## HOLD HARMLESS AND INDEMNIFICATION

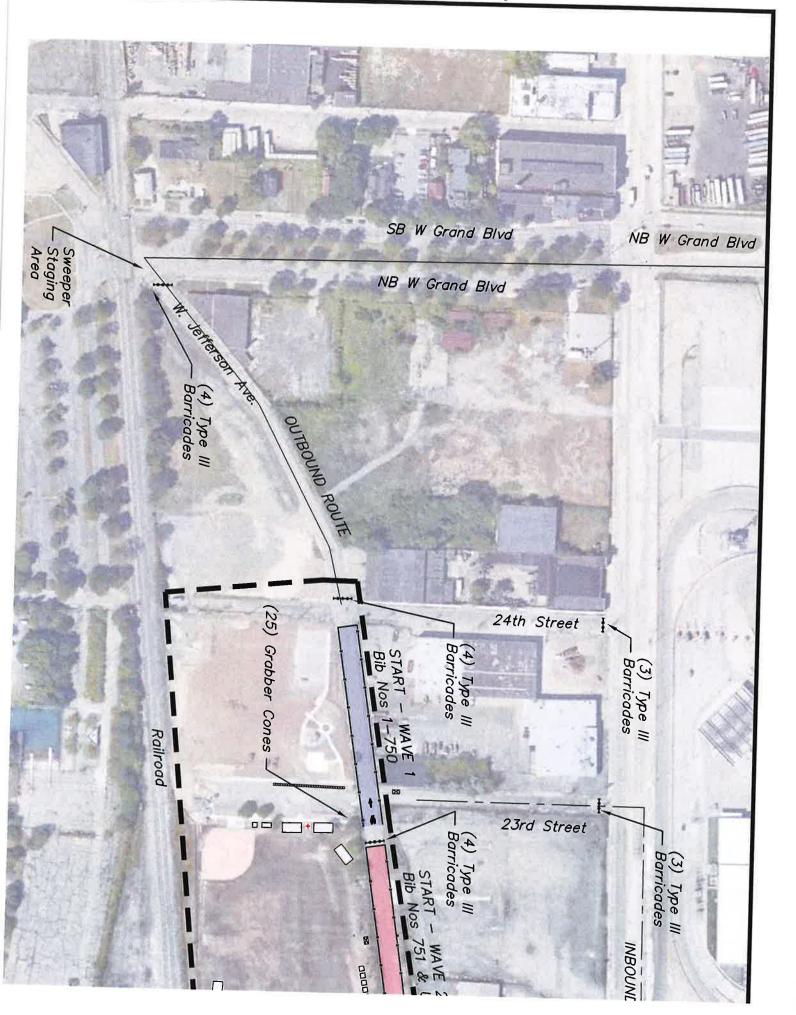
The Applicant agrees to indemnify and hold the City of Detroit (which includes its agencies, officers, elected officials, appointed officials and employees) harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing including claims for personal injury and death, damage to property, and reasonable outside attorney's fees) arising from activities associated with this permit, except to the extent attributable to the gross negligence or intentional act or omission of the City.

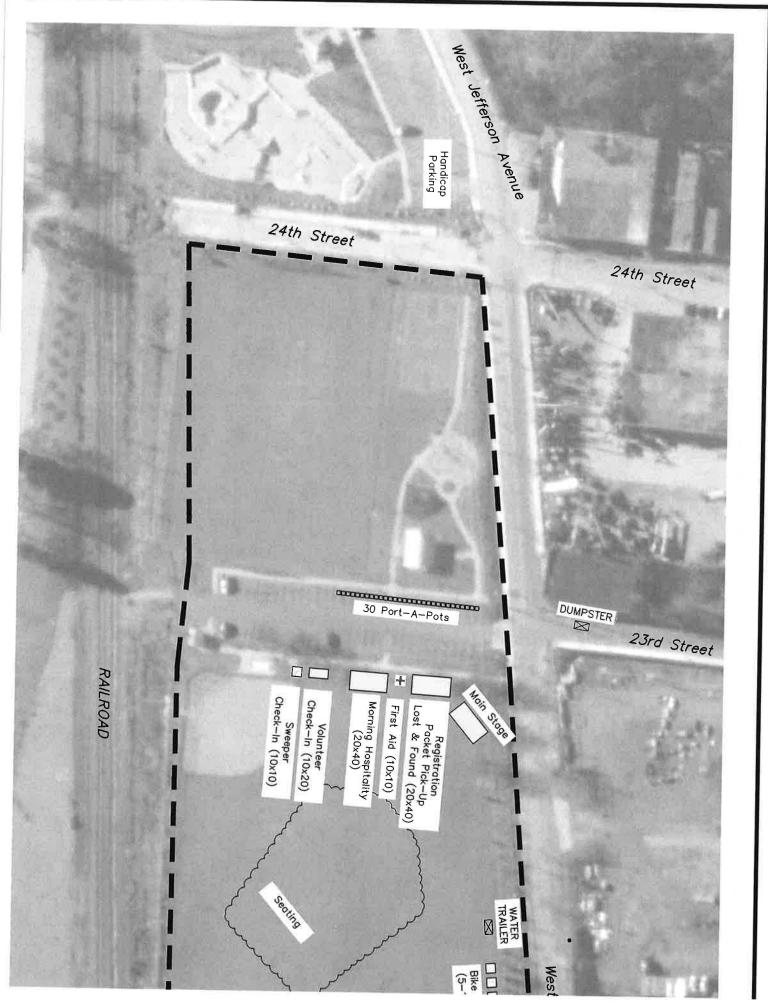
Applicant affirms that Applicant has read and understands the Hold Harmless and Indemnification provision and agrees to the terms expressed therein.

Event Name: Tour de Troit Event Date: 09-14-2014

Event Organizer: Tour de Troit, Inc.

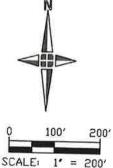
Applicant Signature: Vittoria Katanski Date:06-17-2024





Riverside Park Barricade Plan





W. Seven Mile Rd

NATURE CENTER

Palmer Park

REST STOP NO. 1

DISTANCE = 26.4 MILES

# FOOD & DRINKS

Water Protein Bar Banana Better Made Pretzels



V:(18101-000 Tour-de-Troit - Hatch Detroit/Drawing Files/Tour-de-Troit/2024/2024 bit metric resistop plan v1 - rev 11-20-2023 dwg Tour de Troit

Detroit, Michigan

Palmer Park Rest Stop Plan

Engineers Surveyors Planners Landecape Architects www.giffelswebster.com

28 West Adams Road Sulte 1200 Detroil, MI 48226 p (313) 962-4442 f (313) 962-5068

Executive: MGD Manager. MGD Designer. MGD Quality Control: VAK

Tour de Troit

2727 Second Avenue Suite 148 Detroit, MI 48201

08.23.2023 Review 09.11.2023 Revised Notes
09.11.2023 Revised Notes
09.12.2023 Revised Notes 2

Date:	08.23.2023
Scale:	1"=200"
Sheet:	C2
Project:	18101-00D

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# **DETROIT DISPOSAL & RECYCLING, LLC**

1475 E. Milwaukee Street, Detroit, MI 48211 Phone: 313-664-0200 / Fax: 313-874-2264 www.detroit-disposal.com

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N.A.



### Required Plans for September 2024 Tour de Troit

#### **Event Clean up Plan:**

We have contracted with Detroit Disposal to provide a 30-foot dumpster at the site of the start and end of the event. Throughout the event we hired Southwest Lawns to manage the site: clean before the event, pick up during the event, and ensure nothing is left on site after the event. All trash will be placed in the 30 foot dumpster, all recycling will be taken off site to the recycling center in Berkley.

#### **Communication and Community Investment Plan:**

- 1. Reach out to community groups along route and offer to attend meetings to provide information directly to residents and offer opportunity to ask questions
- 2. Send letters to businesses along route with event details, map, timing information
- 3. Post information on neighborhood ListSERV and Next Door
- 4. Partner with the host community on the event and include them on outreach
- 5. Allow event participants to donate to a local non-profit group of their choosing.

#### **Build & Breakdown Schedule:**

JMDK will be setting up the event on Friday, September 13, 2024 starting at 7 AM. They usually finish the set-up by 4 PM. Fire Marshals come between 4-6 PM to inspect the site and provide approvals. At the event's end on September 14, 2024, JMDK will begin the teardown of the site, and will be complete by 10PM. It is important to note that we will need the gate to the park to be opened prior to set-up on September 13, 2024.

### **Emergency Response & Medical Procedures Plan:**

We have Contracted with Superior Ambulance for the event. As in all previous years, the Lead (Jennifer Czuchau), coordinates with DPD prior to the event at our required Safety Meeting held 1 week prior to the event. We have 3 Ambulances available to us. Two for the Main ride and 1 on the Metric Ride. In addition to the Ambulances on the ride, we have certified Medics and EMT's on bikes riding the event. They are there to aid injured or ill participants until our event contracted ambulance service arrives. They have direct communication with the police and Ambulances to request emergency back up as needed.

#### **Terms and Conditions**

- OUR COMMITMENT: Our goal is to provide our customers with a level of service that is unmatched in the waste collection and recycling services industry. If a problem within our control should arise and we do not commence corrective action within 24 hours (Sundays excluded) after we receive written notice from you via email or certified mail, you may terminate this agreement without penalty.
- 2. Term: This agreement is valid and enforceable from the date it is signed. The term of this Agreement is for sixty months, beginning the date of service commencement. This Agreement shall automatically be extended and renewed for additional sixty-month periods. ("Renewal Term") unless Customer shall give written notice of termination by certified mail, return receipt requested, to the Contractor at least ninety days prior to, but not more than one-hundred-twenty days prior to, the expiration date of the Initial Term or any Renewal competitor. Contractor's acceptance of cancellation, Contractor shall have the right to match any offers given to Customer by a competitor. Contractor may terminate this agreement at any time with notice to customer.
- 3. Waste Material: The purpose of the service is to remove and dispose of Customer's non-hazardous solid waste. Customer agrees not to deposit, or permit the deposit, for collection by DDR for any waste tires, liquid, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, toxic, regulated medical or hazardous waste, substance or material (collectively, "Excluded Materials"). Title to and liability for Excluded Material, shall always remain with the Customer. Customer agrees not to deposit more than incidental quantities of materials such as concrete, rock, brick, asphalt, lumber, dirt, or other excessively dense or heavy materials into DDR's equipment.
- 4. Equipment/Access/Location: All equipment furnished by DDR shall remain the property of DDR; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while at Customer's location. At the termination of this agreement, Customer shall return the equipment to DDR in the condition in which it was provided, normal wear and tear expected. Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall pay am additional fee for any service modifications caused by or resulting from Customer's failure to provide such access. DDR shall not be responsible for any damage to Customer's property, including pavement, subsurface or curbing, resulting from DDR's provisions of services hereunder. DDR will place containers in locations as directed by Customer. Customer accepts responsibility for preventing any movement thereof by other parties or weather when DDR is not present.
- 5. Rate Adjustments: DDR reserves the right to adjust the rates listed below to account for: a) any increase in, or to recoup all or any portion of DDR's disposal, fuel, labor, insurance, environmental or regulatory compliance or transportation costs and b) increase costs due to circumstances beyond DDR's control, including, without limitation, changes in local, state or federal laws or regulations. DDR agrees not to adjust Customer's rates beyond DDR's cost increases. DDR will endeavor to provide Customer with 30 days written notice of any rate adjustment.
- 6. Payment: Customer shall pay for the services and/or equipment furnished by DDR in accordance with this agreement upon receipt of DDR's invoice. Customer agrees that any account that is past due 30 days or more is deemed delinquent and DDR shall have the right to terminate or suspend service under this agreement. Customer also agrees, that a late fee of 1.5% per month shall apply to Customer's account if it becomes delinquent. Should DDR be forced to initiate collection action against Customer's account, Customer agrees to pay 30% collection fee, reasonable attorney fees and court costs.
- 7. Early Termination: Customer acknowledges that Contractor and/or its vendors dedicated certain equipment, personnel and/or incurred other debts/commitments to service Customer and has a right to profit in good faith as a business during its relationship with the Customer. In the event that Customer breaches this Agreement, terminates the service prior to the expiration of the Initial Term or any Renewal Term, closes its business, or hauls its own waste, Customer shall be liable to Contractor for all damages suffered or incurred of whatever kind or nature including, without limitation, direct, incidental, and consequential damages (including lost revenue/profits and/or removal of equipment). Customer acknowledges that the actual damages to the Company in the event of termination are difficult to fix or prove, and the following liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination, and is an agreed upon estimate of damages and is not imposed as a penalty. This liquidated damages shall be an amount equal to fifty percent of the product obtained by multiplying the remaining number of months in the term of this Agreement, by the average monthly revenue generated by Customer from the performance start date until the last date of performance. In the event there are less than six months remaining in the term of this Agreement, an additional one thousand nine hundred dollars shall be added to the aforementioned amount if the Customer averaged more than eight hundred dollars per month in revenue. This formula does not include costs for removing the equipment which is a separate charge by Contractor depending on geographical region, along with restocking the inventory and refurbishing said inventory, at a removal and restocking cost not to exceed five thousand dollars at Contractor's sole discretion.
- 8. INDEMNITY/LIMIT OF LIABILITY: Customer agrees to indemnify, defend and save DDR harmless from and against any and all claims, which DDR may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this agreement or by an negligent act or willful misconduct in the performance of this agreement. Neither party shall be liable to the other for special, consequential, incidental or punitive damages arising out of the performance of this agreement.
- Binding Effect: This agreement is a legally binding contract on the part of both DDR and Customer, and their respective heirs, successors, and assigns, in accordance with the terms and conditions set out herein. DDR may assign this agreement and such assignment shall be binding for Customer and Customer's successors and assigns.

# CITY OF DETROIT, OFFICE OF EXTERNAL AFFAIRS

# SPECIAL EVENTS PETITION

Petition No: 2024-257		
Event Name: Tour de Troit		
Event Status: In Review- Clerk's Office	(Step 2 of 6)	
Petitioner Name / Organization: _	Four de Troit, Inc.	
Event Location: Riverside Park and thre	ough city	
Event Date(s) and Time(s):	6:00 AM 09/14/24 5:00 PM	II
Type of Event: Bike Ride/Race		
Applicant Contact:	Submission Date:	06/18/24
Vittoria Katanski	Date of Clerk's Office Referral:	07/19/24
vittoria@tour-de-troit.org	Date of City Departments Sign Off:	7/17/24
Tittoria@todi-de-troit.org	Departments sign off:	

DPD	DED	E140	T				
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DPD Reviewed- Ready for	DFD Reviewed- Ready for Council	EMS Reviewed- Ready for Council	GSD Reviewed- Ready for Council	DDOT Reviewed- Ready for Council	MPD Reviewed- Ready for Council	DPW Reviewed- Ready for Council	DHD Reviewed- Ready for Council

RS	F	F	n
03	_		_

**BSEED** Reviewed-Ready for Council

Date: _	July 19, 2024
Date: _	July 19, 2024

# **General Event Information** Has this event been hosted before? Yes Has the applicant (individual or organization) ever applied for a Special Event with the City of Detroit before? Yes Is this an annual event? Yes Event Website: tour-de-troit.org Which spaces will be used? Street, Park Will this event include the use or sale of marijuana? No **Event Description** Brief Event Purpose & Description: 23rd Annual Bike ride through the city of Detroit and a party at the end. Purpose is to highlight the city of Detroit, and how accessible it is by bike. PLEASE NOTE: I hit the Max number of attachements and was not able to attach the communications, safety, clean-up Estimated Peak Attendance: 4500 Estimated Total Attendance: 4000 Is this a public event? Will there be ticket sales or admission charged? Yes Does this event use Hart Plaza? No Will there be merchandise sold? No Will you be taking donations? Yes Is this a charity event? No Does this event involve campers, tents and/or RVs? No Will this event involve a petting zoo or tattoo art (not including temporary tattoos)? No

Organization / Petitioner Name	Tour de Tro	oit, Inc.	
Mailing Address: 2727 Second Av			
Detroit	Michigan	48201	
Primary Contact:		Secondary Contact:	
Vittoria Katanski			
vittoria@tour-de-troit.org			
Organization Type: Nonprofit Organization Website: tour-de-tro			
Event Setup & Breakdo	wn	6:00 AM	
Begin Setup: <u>09/13/24</u> Complete Setup: <u>09/13/24</u>		10:00 PM	
Setup Location(s): Roosevelt Park	, Belle Isle, R	iverside Park	<u></u>
Event Start:		6:00 AM	
Event End:		5:00 PM	
Begin Tear Down:		5:00 PM	
Complete Tear Down:		9:00 PM	
Number of Trash Containers: <u>3</u> 0	) N	umber of Recycling Containe	ers: <u>10</u>
Cleaning Service Vendor: Detroit	: Disposal and	Recycling	

Other Waste Elements: We hire Southwest Lawns to Manage the site and the garbage

# **Street Closures & Parking**

How many streets will be closed: 5+
Will you be closing any part of Woodward Avenue? Yes
Street Closures (if there are 1-4 closed streets):
1
2
3
4
Will you charge attendees for parking? No
Valet parking or blocking metered parking spaces?
Describe the parking plan to accommodate anticipated attendance: Parking agreement with Michigan Central, and street parking
Food & Beverage
Will food be served?
Will food be prepared on site?
Number of food trucks: Number of non-truck food vendors:

# Food & Beverage (cont.)

Will any type of alcohol be served (including beer)? Yes
Will there be sales, service and/or consumption of alcohol in public at the event? Yes
What type(s) of alcohol will be served? Wine, Liquor, Beer
Day(s) and time(s) alcohol will be served: September 14 11AM-5PM
Will ice be used in any served beverages? Yes
will lee be used in any served beverages?
Stages, Tents, & Structures
Is a stage being built? Yes
How many stages will be used? 1
Do any of the stages have a canopy? Yes
Number of tents 10' x 10' and smaller: 12
Number of tents larger than 10' x 10': 6
Tent Contractor: JKMB
What other structures will your event include?
Will your event use any grills? No
What kind of grills?
Utilities & Portable Restrooms
Event Utilities that will be used: Generators
How will generators be fueled? 4
Generator contractor: JKMB
Will additional wiring be installed? No
Does the event require access to a hydrant? Yes
Will there be amplified sound? Yes
Will a sound system be used? Yes
Will you be providing Port-a-johns? Yes

# **Security & Emergency Plans**

Will the event have a security contractor? Yes	
Security Contractor: Wayne County Off Duty Officers	
Number of private personnel per shift:	
Which of these apply to the private security personnel? <u>Licensed, Armed Bonded</u>	
Will you contract emergency medical services? Yes	===
Name of emergency medical services contractor: Superior Ambulance	
Does this event include fireworks? No	
Day(s) and time(s) of fireworks:	
Fireworks vendor:	
Attachments	

<b>V</b>	Applicant Signature Page (required)
<b>V</b>	Event Clean Up Plan (required)
	Security Plan (500 or less attendees)
	Emergency Response Plan & Medical Procedures (500+ attendees)
	Communication and Community Impact Plan (500+ attendees)
	Maintaining of Traffic Plan (1000+ attendees or if closing a street)
~	Build and Breakdown Schedule (if you are erecting any structures)
V	Site Map Plan (if event involves any temporary elements including tents)
	Emergency Medical Contractor Agreement (if applicable)
	Barricades Provider Agreement (if applicable)
	Security Contractor Agreement (if applicable)
	Port-a-john Contractor Agreement (if applicable)
	Sanitation Contractor Agreement (if applicable)

City	Council	Member:	

**Resolved,** The Mayor's Office is hereby authorized and directed to issue permits to Tour de Troit, Inc. to host "Tour de Troit" "2024-257" on September 14, 2024, from 6 AM to 5:00 PM at Riverside Park and through the City..

PROVIDED, that there will be DPD Assisted Event with Contracted Security; and be it further

**PROVIDED,** that there will be DFD Pending Inspections; Contracted with Private EMS to Provide Services; and be it further

**PROVIDED,** that there will be BSEED Permits Required for Tents, Stages and Generators and be it further

**PROVIDED,** that there will be DPW Type III Barricades & Road Closure Signage Required; and be it further

PROVIDED, that there will be Health Department Inspections; and be it further

**PROVIDED,** that there will be a Business License Required obtained following City Council approval; and be it further

**PROVIDED,** that all necessary permits must be obtained prior to the event. If permits are not obtained, departments can enforce closure of event.