

## **STORM WATER FACILITIES MAINTENANCE AGREEMENT**

**THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT** (the “Agreement”) is made this 6<sup>th</sup> day of February, 2026, by and between the **City of Livonia**, a municipal corporation, with principal offices located at 33000 Civic Center Drive, Livonia, Michigan 48154, hereafter “City” and **Livonia Public Schools**, a Michigan general powers school district whose address is 15125 Farmington Road, Livonia, Michigan 48154 hereafter “School District.”

### **RECITALS**

1. The School District is the owner of certain real property located in the City of Livonia, Wayne County, Michigan, commonly known as the Livonia Public Schools’ Early Childhood Center (“ECC”), located at 18000 Newburgh, Livonia, Michigan 48152 (the “Property”) as more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference, wherein the School District recently constructed its Early Childhood Center (the “Project”).
2. As part of the Project, the School District constructed a storm drainage system that provides adequate drainage to the Property.
3. Such storm drainage system encompasses or impacts storm runoff from the Property.
4. As part of the Project, the City has also issued a permit (“Permit”) authorizing the construction, operation, and maintenance of a storm drainage system and related facilities (the “System”) described in the Permit and as more particularly described in **Exhibit “A”** which is attached hereto and incorporated herein by reference.
5. The construction, operation, and maintenance of the System to service the School District’s Property will benefit the School District and the Project.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and benefits to be derived hereunder, the receipt, adequacy and sufficiency of which is hereby acknowledged, the City and the School District agree as follows:

1. The School District, or any future owners of the Property, shall assume the following obligations under the Permit:
  - a. The School District agrees that School District will operate and maintain, at the School District’s own expense, the System located on the Property. In the event the School District fails to maintain the System as herein agreed and after the City has notified School District in writing or electronic correspondence of such failure and given the School District an opportunity to remedy the issue, the City may enter upon said Property for the purposes of maintaining said System, in which event the School District agrees to pay the City all reasonable charges and expenses incurred thereon. The City will provide

sufficient written notification or electronic correspondence prior to performing any work for which the School District will be charged.

- b. To operate and maintain the System within the proposed Project up to its point of connection to either a Wayne County Department of Roads storm water asset, Wayne County Public Works Commission drain or other existing natural watercourse or wetland as defined and detailed in the Permit.
  - c. If it is found necessary to repair all or any portion of said System on the Property because of work initiated by School District, the City shall cause such repair to be accomplished, after providing notice to the School District, and all reasonable expenses to perform the foregoing, including engineering, will be remitted by the School District to the City. Prior to any work being performed in a City of Livonia road right-of-way, a separate permit shall be secured from the Engineering Department.
2. Without limitation of the foregoing, School District, or any future owners of the Property, at its sole cost and expense shall perform maintenance of the System located on the Property as described in the City of Livonia's Storm Water Management and Long-Term Maintenance Plan as **Exhibit "B"** attached hereto and incorporated herein by reference.
3. The School District shall retain ownership and jurisdiction over the System with its rights and remedies under any applicable statute, ordinance, rule or regulation are hereby preserved.
4. Any future owners of the Property, but not the School District, shall defend, indemnify and hold the City harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever (hereinafter "Claims"), fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omission in such regard) of the System referred to in the Permit hereto, appurtenances, connections and attachments thereto which are the subject of this Agreement. This indemnity and hold harmless provision shall include any costs, expenses and attorneys' fees incurred by the City in connection with such Claims or the enforcement of this Agreement relative to any future owners of the Property only. However, the School District and City agree that both the City and School District shall be solely responsible for the acts and omissions of their respective employees, officials, administrators, officers, agents, representatives and any other person or entity associated with such entity.
5. In accordance with 1976 PA 453, the parties hereto covenant: (1) not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, sex, age, height, weight or marital status.

IN WITNESS WHEREOF, the School District and City have executed this Agreement on the day and year first above written.

**LIVONIA PUBLIC SCHOOLS,**  
a Michigan general powers school district

By: \_\_\_\_\_  
William R. Green II

Its: Assistant Superintendent of  
Operations and District Services

STATE OF MICHIGAN    )  
  ) ss.  
COUNTY OF WAYNE    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me personally appeared William R. Green II, Assistant Superintendent of Operations and District Services of Livonia Public Schools, a Michigan general powers school district, to be known to be the same person who executed the within instrument on behalf of Livonia Public Schools and who acknowledges the same to be the free act and deed of Livonia Public Schools.

\_\_\_\_\_  
Notary Public  
County of \_\_\_\_\_  
My Commission Expires On: \_\_\_\_\_

**CITY OF LIVONIA,**  
a municipal corporation

By: \_\_\_\_\_  
Maureen Miller Brosnan

Its: Mayor

By: \_\_\_\_\_  
Lori L. Miller

Its: City Clerk

STATE OF MICHIGAN    )  
  ) ss.  
COUNTY OF WAYNE    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, a Notary Public in and for said County, appeared Maureen Miller Brosnan and Lori L. Miller to me personally known, who, being sworn, did for themselves say that they are respectively the Mayor and the City Clerk of the City of Livonia, the municipal corporation named in and which executed the within instrument and acknowledged said instrument the free act and deed of said municipal corporation.

\_\_\_\_\_  
Notary Public

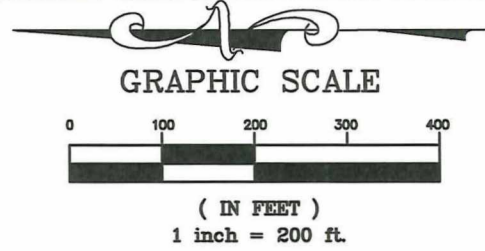
\_\_\_\_\_ County, Michigan

My Commission Expires On: \_\_\_\_\_

INSTRUMENT DRAFTED BY:  
Todd J. Zilincik, P.E.  
City Engineer  
City of Livonia  
12973 Farmington Road  
Livonia, MI 48150

WHEN RECORDED RETURN TO:  
City of Livonia  
12973 Farmington Road  
Livonia, MI 48150  
Attn: Engineering Division

# EXHIBIT "A"



## LEGAL DESCRIPTION

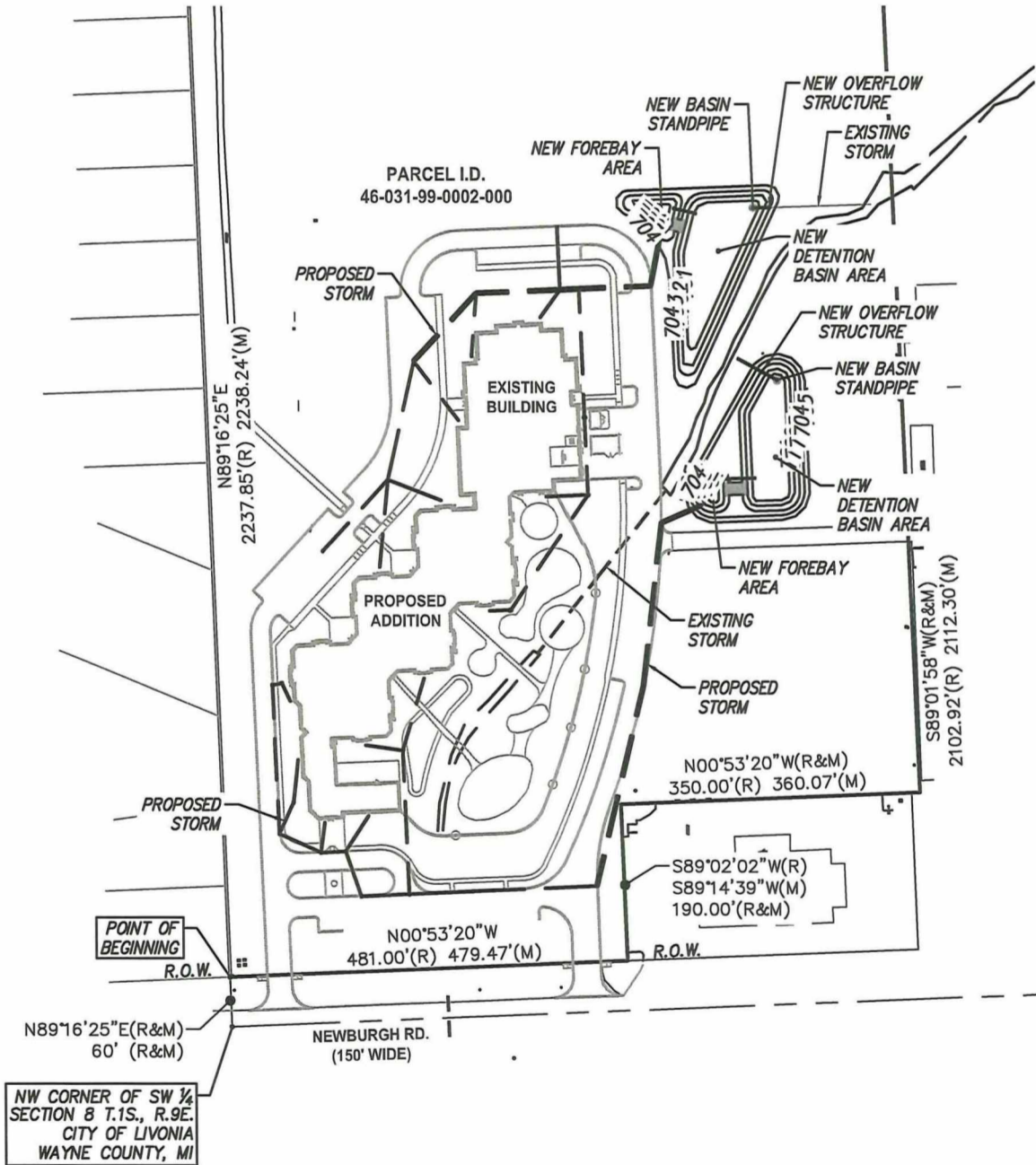
LIVONIA EARLY CHILDHOOD CENTER  
18000 NEWBURGH RD.  
LIVONIA, MI 48152

PARCEL: #46-031-99-0002-000

1,851,977± SQUARE FEET = 42.51± ACRES

LAND IN THE CITY OF LIVONIA, WAYNE COUNTY, MI, DESCRIBED AS FOLLOWS:

PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWN 1 SOUTH, RANGE 9 EAST; BEGINNING NORTH 89 DEGREES 16 MINUTES 25 SECONDS EAST 60 FEET FROM THE WEST 1/4 CORNER OF SECTION 8; THENCE NORTH 89 DEGREES 16 MINUTES 25 SECONDS EAST 2,237.85 FEET; THENCE SOUTH 57 DEGREES 10 MINUTES 06 SECONDS EAST 72.37 FEET; THENCE SOUTH 01 DEGREES 10 MINUTES 10 SECONDS EAST 790.58 FEET; THENCE SOUTH 89 DEGREES 01 MINUTES 58 SECONDS WEST 2,102.92 FEET; THENCE NORTH 00 DEGREES 53 MINUTES 20 SECONDS WEST 350 FEET; THENCE SOUTH 89 DEGREES 02 MINUTES 02 SECONDS WEST 190 FEET; THENCE NORTH 00 DEGREES 53 MINUTES 20 SECONDS WEST 481 FEET TO THE POINT OF BEGINNING.



Plotted: May 3, 2023, 7:26 AM by user: 1111 - Saved: 3/12/2023 by user: 1111  
N:\NP\ND Projects\NP22080 - Livonia Schools - Dickinson EC\DWG\NP22080EAS.dwg



905 South Blvd. East Phone: (248) 844-5400  
Rochester Hills, MI 48307 Fax: (248) 844-5404  
www.sda-eng.com

DRAWN: JEC	DATE: 03-12-23
CHECKED:	DATE:
MANAGER: T.SOVEL	SCALE:
JOB No. NP22-080	SHEET: 1 OF 1
SECTION 8 TOWN 1 SOUTH RANGE 9 EAST	
CITY OF LIVONIA WAYNE COUNTY, MI	

  
**SPALDING DEDECKER**  
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 DATE:  
 SCALE:  
 SHEET: 1 OF 1

**TABLE 1**  
**STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE SYSTEM COMPONENT**

Maintenance Activities	Open Detention System	Flow Restrictors, Overflow Structures & Outlet Pipes	Catch Basins, Inlets & Storm Sewers	Inlets to Detention/retention Systems	French Drain	Other	Frequency
Monitoring/Inspection							
Inspect for sediment accumulation**/clogging of stone filter	X	X	X	X	X		Annually
Inspect for floatables, dead vegetation and debris	X	X	X	X	X		Annually and after major events
Inspect all components during wet weather and compare to as-built plans	X	X	X	X	X		Annually
Ensure means of access for maintenance remain clear/open	X	X	X	X	X		Annually
<b>Preventative Maintenance</b>							
Remove accumulated sediment	X	X	X		X		As needed
Remove floatables, dead vegetation and debris	X		X	X	X		As needed
Sweeping of paved surfaces (streets and parking lots)						X	2 times per year
Provide increase inspection frequency and additional cleaning		X					
Mow	X						
<b>Remedial Actions</b>							
Repair/stabilize areas of erosion	X		X	X	X		As needed
Structural repairs	X	X	X	X	X		As needed
Make adjustments/repairs to ensure proper functioning	X	X	X	X	X		As needed

**NOTE:**  
 CHEMICALS SHALL NOT BE APPLIED TO DETENTION AREA , BUFFER STRIPS AND VEGETATED SWALES OR WATERCOURSES.

**EXHIBIT "B"**

# EXHIBIT "B"

## A. PHYSICAL LIMITS OF THE STORM WATER MANAGEMENT SYSTEM

THE STORM WATER MANAGEMENT SYSTEM (SWMS) SUBJECT TO THIS LONG-TERM MAINTENANCE PLAN (LTMP) IS DEPICTED ON EXHIBIT A AND INCLUDES WITHOUT LIMITATION THE STORM SEWERS, MANHOLES, CATCH BASINS, FRENCH DRAINS, CLOSED CONDUITS, OPEN DETENTION BASIN AND OUTLET CONTROL STRUCTURES THAT CONVEY FLOW FROM THE OPEN DETENTION BASINS TO OUTLET CONTROL STRUCTURES WHEREAS:

DETENTION BASIN 1 CONSISTS OF AN OVERFLOW STRUCTURE THAT OUTLETS VIA A NEW END SECTION TO AN EXISTING ON-SITE CITY DRAIN

DETENTION BASIN 2 CONSISTS OF AN OVERFLOW STRUCTURE CONSTRUCTED OVER THE EXISTING STORM SEWER THAT OUTLETS TO AN ON-SITE CITY DRAIN.

FOR PURPOSES OF THIS SWMS, THIS STORM WATER MANAGEMENT SYSTEM AND ALL OF ITS COMPONENTS AS SHOWN ON EXHIBIT A IS REFERRED TO AS THE "SYSTEM".

## B. TIME FRAME FOR LONG-TERM MAINTENANCE RESPONSIBILITY

THE PROPRIETOR IS RESPONSIBLE FOR MAINTAINING THE SYSTEM, INCLUDING COMPLYING WITH APPLICABLE REQUIREMENTS OF THE CITY OF LIVONIA, UNTIL THE CITY OF LIVONIA RELEASES THE CONSTRUCTION PERMIT. LONG-TERM MAINTENANCE RESPONSIBILITY FOR THE SYSTEM COMMENCES WHEN DEFINED BY THE MAINTENANCE PERMIT ISSUED BY THE CITY. LONG-TERM MAINTENANCE CONTINUES IN PERPETUITY.

THE OPERATION OF THE STORM WATER MANAGEMENT SYSTEM SHALL BE MONITORED TO VERIFY THAT THE SYSTEM IS PERFORMING AS INTENDED AND WILL BE REPAIRED OR MODIFIED AS REQUIRED TO INSURE THAT THE SYSTEM OPERATES AS INTENDED AND AS REQUIRED. ALL JETTED SEDIMENT IS TO BE VACTORED AND REMOVED FROM THE ON-SITE SYSTEM PRIOR TO ENTRY INTO THE CITY'S STORM SYSTEM.

MAINTENANCE OF STORM WATER COLLECTION SYSTEM CONSISTS OF THE FOLLOWING ITEMS, WHICH ARE TO BE DONE AT LEAST TWICE PER YEAR AS FOLLOWS:

1. CLEAN THE COVER OF ALL CATCH BASINS AND INLETS.
2. CHECK THE DEPTH OF ACCUMULATED SEDIMENT IN EACH STORM STRUCTURE AND TRENCH DRAIN CATCH BASINS. REMOVE THE SEDIMENT IF IT IS 12 OR MORE INCHES DEEP.
3. IF WHILE CHECKING THE SEDIMENT IN THE STORM STRUCTURES AND CATCH BASINS, IT BECOMES APPARENT THAT THE SEDIMENT HAS ENTERED THE CONNECTING PIPES, THE PIPES SHALL BE JETTED TO REMOVE THE SEDIMENT.
4. IF ANY SETTLING AROUND THE STORM STRUCTURES OR ALONG THE ROUTE OF THE PIPES IS EVIDENT, THE STRUCTURES AND THE PIPES SHALL BE CHECKED FOR OPEN JOINTS AND CRACKS WHICH, IF FOUND, SHALL BE REPAIRED.

MAINTENANCE OF THE OPEN DETENTION BASIN, OUTLET CONTROL STRUCTURES AND OUTLET PIPES MUST BE PERFORMED AT LEAST TWICE PER YEAR AS FOLLOWS:

1. THE OPEN DETENTION BASIN IS TO BE INSPECTED AND CLEANED OF ANY ACCUMULATED DEBRIS AND SEDIMENT WHEN SEDIMENT DEPTH REACHES 6 INCHES.
2. THE OPEN DETENTION BASIN MUST BE CLEANED IF ITS VOLUME IS REDUCED BY MORE THEN 10% DUE TO THE ACCUMULATION OF SILT AND SEDIMENT.
3. THE OUTLET CONTROL STRUCTURES AND OUTLET PIPES SHALL BE MAINTAINED IN ACCORDANCE WITH MAINTENANCE SCHEDULE FOR THE COLLECTION SYSTEM AS MENTIONED ABOVE.

## C. MANNER OF ENSURING MAINTENANCE RESPONSIBILITY

THE PROPRIETOR HAS ASSUMED RESPONSIBILITY FOR LONG-TERM MAINTENANCE OF THE SYSTEM. THE STIPULATION BY WHICH THE PROPRIETOR HAS ASSUMED MAINTENANCE RESPONSIBILITY IS INDICATED IN THE "AGREEMENT FOR STORM SEWER MAINTENANCE". THE CITY OF LIVONIA RETAINS THE RIGHT TO ENTER THE PROPERTY AND PERFORM THE NECESSARY MAINTENANCE OF THE SYSTEM IF THE PROPRIETOR FAILS TO PERFORM THE REQUIRED MAINTENANCE ACTIVITIES.

TO ENSURE THAT THE SYSTEM IS MAINTAINED IN PERPETUITY, THE "AGREEMENT FOR STORM SEWER MAINTENANCE" BETWEEN THE CITY OF LIVONIA AND THE PROPRIETOR TOGETHER WITH ITS EXHIBIT A (LEGAL DESCRIPTION OF PROPERTY AND THE MAP OF THE PHYSICAL LIMITS OF THE STORM WATER MANAGEMENT SYSTEM) AND EXHIBIT B (THIS PLAN FOR LONG TERM MAINTENANCE) WILL BE RECORDED WITH THE WAYNE COUNTY REGISTER OF DEEDS. UPON RECORDING, A COPY OF THE RECORDED DOCUMENTS WILL BE PROVIDED TO THE CITY OF LIVONIA.

## 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 SECTIONS). TABLE 1 ALSO IDENTIFIES SITE-SPECIFIC WORK NEEDED TO ENSURE THAT THE STORM WATER MANAGEMENT SYSTEM FUNCTIONS PROPERLY AS DESIGNED.



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