

City of Taylor
Department of Public Works
25605 Northline Road
Taylor, MI 48180
734-374-1473

RE: Storm Water Facilities Maintenance (Requiring Wayne County Permit)

Dear Developer/Engineer:

When a proposed project includes a storm water system, Wayne County requests a resolution from the City of Taylor whereby the City of Taylor accepts long term maintenance jurisdiction for the storm water facilities on the property. In turn, the City requires the developer to assume that responsibility through execution of the City's standard Storm Water Management Long Term Maintenance Agreement and Plan.

Enclosed please find the standard Storm Water Management Long Term Maintenance Agreement and Plan and instructions for execution.

Upon receipt of the Agreement, we will forward the City resolution to Wayne County (we will need your Wayne County Review and Permit Number to be included in the resolution).

Enclosure

**INSTRUCTIONS FOR COMPLETION OF
STORM WATER MANAGEMENT LONG TERM MAINTENANCE AGREEMENT AND PLAN
REQUIRING WAYNE COUNTY PERMIT**

Page 3, Paragraph 1: Fill in date, owner of record (indicate whether a Michigan corporation, co-partnership, etc.), owner’s address.

Page 3, RECITALS, Item 1: Name of project

Page 4, Signature Area: (Name of Property Owner)
a Michigan co-partnership/corporation (Type of business org)

Signature of Owner By: Signature of Company Official/Owner
Print Name of under signature
Its: Print Official Title

Have signatures notarized in notary area under the signature block.

Page 6: INSTRUMENT DRAFTED BY:

_____ Provide name and address of person who
_____ filled in the owner info and project name

- EXHIBIT A** Map Depicting Physical Limits of Storm Water Management System.
- EXHIBIT B** Long Term Maintenance Plan for the Proposed Storm Sewer Facilities.
- EXHIBIT C** Storm Water Maintenance Permit issued by Wayne County to the City of Taylor.
- EXHIBIT D** Legal Description of Property.

STORM WATER MANAGEMENT LONG TERM MAINTENANCE AGREEMENT AND PLAN

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the City of Taylor, a municipal corporation, with principal offices located at 23555 Goddard Road, Taylor, Michigan 48180, hereinafter "City" and

_____ a Michigan Co-
Partnership/Corporation, with principal offices located

at _____, hereinafter "Proprietor".

RECITALS:

1. The Proprietor is developing certain property located in the City of Taylor, Wayne County, Michigan as _____ ("Development") as more particularly described in Exhibit "D" attached hereto.
2. The Proprietor must construct a storm drainage system to provide adequate drainage in the proposed Development as more particularly described in Exhibit "A" attached hereto.
3. Such storm drainage system will encompass or impact storm runoff from road rights-of-way in the Development.
4. The City has received a permit ("Permit") issued by the County of Wayne, Michigan, a public body corporate ("County") authorizing the construction, operation and maintenance of the storm drainage system which is located within the Wayne County Office of Public Services and/or the Michigan State Highway Department's right-of-way and/or drain, on or adjacent to the Development described in the Permit as Exhibit "C" attached hereto and incorporated herein by reference, so long as the City assumes jurisdiction for the operation and maintenance of the storm drainage system referred to in the Permit.
5. The Permit signed by the City will benefit the Proprietor and the proposed Development.
6. The City and Proprietor desire to transfer certain responsibilities of the City under the Permit to the Proprietor, or successors and assigns, and confirm the terms and conditions of such transfer of responsibility by this agreement between the City and Proprietor.

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, and fully incorporating the above-stated recitals into the agreement, the City and the Proprietor agree as follows:

1. The Proprietor shall fully, completely and unconditionally assume the obligations of the City under the Permit for maintaining the storm drainage system in the Development as follows:
 - A. That the Proprietor agrees they will inspect, repair, and maintain, at their own expense, the storm drainage system which is located within the Wayne County Office of Public Services and/or the Michigan State Highway Department's right-of-way and/or drain, and on or adjacent to the Development described in the Permit as Exhibit "C" attached hereto and incorporated herein by reference. The City may enter upon said premises for the purposes of inspecting, repairing and maintaining said storm drainage system, in which event the Proprietor agrees to pay to the City all charges and expenses incurred thereon.
 - B. In the event of any failure or settlement in the road right-of-way, resulting from the said storm drainage system, the City shall take immediate steps to correct the situation so that the public health, safety and welfare shall not be endangered nor the road improvement damaged.
 - C. If it is found necessary to adjust or relocate all or any portion of said storm drainage system within the road right-of-way, the City shall cause such adjustment or relocation to be accomplished, and all expenses, including engineering, will be remitted to the City by the Proprietor. Prior to any work being performed in the road right-of-way, a permit shall be secured from the Wayne County Office of Public Services.

D. To pay the City upon written request any costs and expenses apportioned to the City under the Permit and paragraph 1A, 1B and 1C above.

2. Notwithstanding the Proprietor’s assumption of the liabilities and expenses of Paragraph 1 hereof, the City shall retain jurisdiction over the storm drainage system and its rights and remedies under the Permit or any applicable statute, ordinance, rule or regulation are hereby preserved. Without limitation of the foregoing, Proprietor, its successors and assigns, at its sole cost and expense shall perform maintenance of the storm water facilities described in Exhibit “B” attached hereto and incorporated herein by reference.

3. The Proprietor, its agents, representatives, successors and assigns shall defend, indemnify and hold the City harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any kind or nature whatsoever, hereinafter “Claims”, fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, inspection, maintenance, repair or operation (or omissions in such regard) of the storm drainage system referred to in the permit as Exhibit “C” hereto, appurtenances, connections and attachments thereto which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and attorney fees incurred by the City in connection with such Claims or the enforcement of this Agreement.

4. 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.

5. This agreement shall bind the Proprietor, its successors and assigns, and any person or entity claiming any right or ownership in the Development.

6. This Agreement shall be recorded at Proprietor’s expense with the Wayne County Register of Deeds.

7. Despite the indication of the drafter indicated below, which is included for recording purposes only, this Agreement shall not be construed in favor or against either Proprietor or City, as it is the result of their mutual efforts.

This instrument is exempt from the Michigan transfer tax pursuant to sections MCLA 207.505 (A) & MCLA 207.526 (A).

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

OWNER: _____
A Michigan co-partnership/corporation

By: _____

Print/Type Name: _____

Title: _____

STATE OF MICHIGAN) ss.
COUNTY OF WAYNE)

On this ____ day of _____, 20__, before me, a Notary Public, in and for said County, personally appeared:

_____, _____ of _____
(Name) (Title) (Company)

Notary Public
_____ County, Michigan
My Commission Expires On: _____

CITY OF TAYLOR
A municipal corporation

By: _____
Keith Boc

Its: Executive Director, DPS

STATE OF MICHIGAN)ss.
COUNTY OF WAYNE)

On this ____day of _____, 20____, before me, the subscriber, a Notary Public in and for said County, personally appeared:

Keith Boc, the Executive Director, DPS of City of Taylor, Michigan.

Notary Public

_____ County, Michigan

My Commission Expires On: _____

INSTRUMENT DRAFTED BY:

WHEN RECORDED RETURN TO:
Cynthia A. Bower, City Clerk
City of Taylor
23555 Goddard Road
Taylor, MI 48180

ATTACHMENTS

EXHIBIT A

Map Depicting Physical Limits of Storm Water Management System

EXHIBIT B

Long Term Maintenance Plan for the Proposed Storm Sewer Facilities

Detention Pond/Forebay

REQUIRED MAINTENANCE:

- Check the outlet regularly for clogging and clean when necessary (annually).
- If necessary based on surroundings, mow grass side slopes (two times per year).
- Inspect entire system at least annually including inlet/outlet pipes, restricted outlet structure(s), animal grates and filters.
- Check banks and bottom for erosion and correct as necessary (annually).
- Remove sediment when accumulation reaches six inches or if resuspension is observed.
- Reseed banks near inlet/outlet and stabilize eroded banks as necessary.
- Add grasses such as sedges and rushes.
- Add cattails (as necessary).
- Add wetland/flowering plants along and around about 50% of the perimeter.
- Add trees/bushes to banks (south and west side for shade as necessary).
- Remove dead vegetation (early spring) that obstructs flow.

If the outlet is pumped, then only a licensed electrician or company that provided the pump system should conduct any maintenance. Chemicals should not be applied to your detention basin, side slopes or buffer strip.

Manufactured/Underground Detention System

REQUIRED MAINTENANCE:

- Check the outlet regularly for clogging and clean when necessary (annually).
- Inspect entire system including inlet/outlet pipes, restricted outlet structure(s), and water quality structures (two times per year).
- Clean detention system if its volume has been reduced by more than 10 percent due to accumulation of silt and sediment.

Storm Sewer Distribution System

REQUIRED MAINTENANCE:

- Check the outlet regularly for clogging and clean when necessary (annually).
- Inspect entire storm sewer distribution system (two times per year).
- Clean storm sewer structures when accumulation of silt and sediment reaches 6-inches or greater.
- Clean grates on inlets, outlets, and other storm sewer structures should be cleaned regularly.
- Water channels should be cleaned regularly.

EXHIBIT C

**Wayne County Storm Water Maintenance Permit issued to the City of Taylor
and corresponding City of Taylor Resolution**

EXHIBIT D

Legal Description of Property

