



CITY OF NOVI CITY COUNCIL
APRIL 12, 2021

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from 46860 West Road, LLC for 46860 West Road, located on the north side of West Road between Beck Road and West Park Drive (parcel 50-22-04-326-006).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION: The developer of 46860 West Road, 46860 West Road, LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the project. The SDFMEA is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system.

The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, February 26, 2021) and the City Engineering consultant (Spalding DeDecker, February 5, 2021) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from 46860 West Road, LLC for 46860 West Road, located on the north side of West Road between Beck Road and West Park Drive (parcel 50-22-04-326-006).

46860 West Road SDFMEA

Location Map



46860 West Road
50-22-04-326-006

West Rd

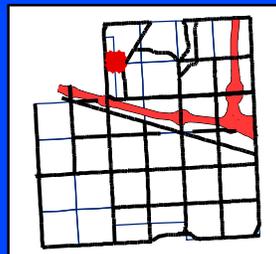
DeSoto Ct
Hudson Dr

Map Author: Victor Boron
Date: 03/23/2021
Project: 46860 West Road SDFMEA
Version: 1.0

Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



City of Novi

Engineering Division
Department of Public Works
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org



ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

February 26, 2021

Jeffrey Herczeg, Director of Public Works
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**Re: 46860 West Road JSP 17-0035
Storm Drainage Facility Maintenance Easement Agreement**

Dear Mr. Herczeg:

We have received and reviewed and enclosed please find the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving the 46860 West Road development. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. The City's Consulting Engineer has reviewed and approved the attached exhibits. The Agreement appears to be in order and may be placed on an upcoming City Council Agenda for approval. Once approved and executed by the City, the Agreement should be recorded with Oakland County Records by the City Clerk's Office.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

Enclosure

Jeffrey Herczeg, Director of Public Works
City of Novi
February 26, 2021
Page 2

C: Cortney Hanson, Clerk (w/Original Enclosure)
Charles Boulard, Community Development Director (w/Enclosure)
Barb McBeth, City Planner (w/Enclosure)
Lindsay Bell, Planner (w/Enclosure)
Madeleine Kopko, Planning Assistant (w/Enclosure)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosure)
Kate Richardson, Plan Review Engineer (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Victor Boron, Civil Engineer (w/Enclosure)
Rebecca Runkel, Staff Engineer (w/Enclosure)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosure)
Michael Freckelton/Taylor Reynolds/Ted Meadows, Spalding DeDecker (w/Enclosure)
Duncan P. Ogilvie, Esquire (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this ____ day of _____, 2019, by and between 46860 West Road, LLC, a Michigan limited liability company, the address of which is 50370 Dennis Court, Wixom, Michigan 48393 (hereinafter the "Owner"), and the City of Novi, and its successors or assigns, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 (hereinafter the "City").

- A. Owner is the owner and developer of a certain parcel of land situated in the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property").
- B. The residential condominium development, shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, a detention/sedimentation basin, for the collection, conveyance, storage, treatment and/or discharge of storm water from the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW, THEREFORE, the Owner hereby covenants and agrees that the Owner shall, at its own expense, perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to insure that the same continue to function as intended. The Owner shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. The Schedule of Maintenance and the annual estimated costs for maintenance and repairs for the first three (3) years are described in the attached **Exhibit C**.

In the event that the Owner shall at any time fail to carry out the responsibilities specified within this agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon the Owner setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Owner an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter

upon the Property, or cause its agents or contractors to enter the Property through the Easement Area as described and depicted in **Exhibit B** and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the detention/sedimentation basin within the Easement Area described and depicted in **Exhibit B**, for the purposes described above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Owner within thirty (30) days of a billing to the Owner. All unpaid amounts may be placed on the delinquent tax roll of the City as to the Property, and shall accrue interest and penalties, and shall be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Owner, and, in such event, the Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

The Owner, its agents, representatives, successors, and assigns shall defend, indemnify, and hold harmless the City and the City's, elected officials, agents and employees, from any and all costs, claims, suits, actions, losses, damages, or demands, including court costs and attorneys' fees, relating in any way to or arising out of the design, construction, use, inspection, maintenance, repair, or operation (or omissions in such regard) of the storm drainage system which is the subject of this Agreement.

The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described in the terms and conditions of this agreement.

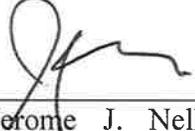
Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

This agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.

IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

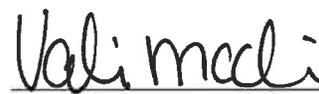
OWNER:

46860 West Road, LLC,
a Michigan limited liability company,

By: 
Jerome J. Nell, Trustee, under the
Jerome J. Nell Revocable Trust
Agreement, dated July 10, 2008, as
amended
Its: Member

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

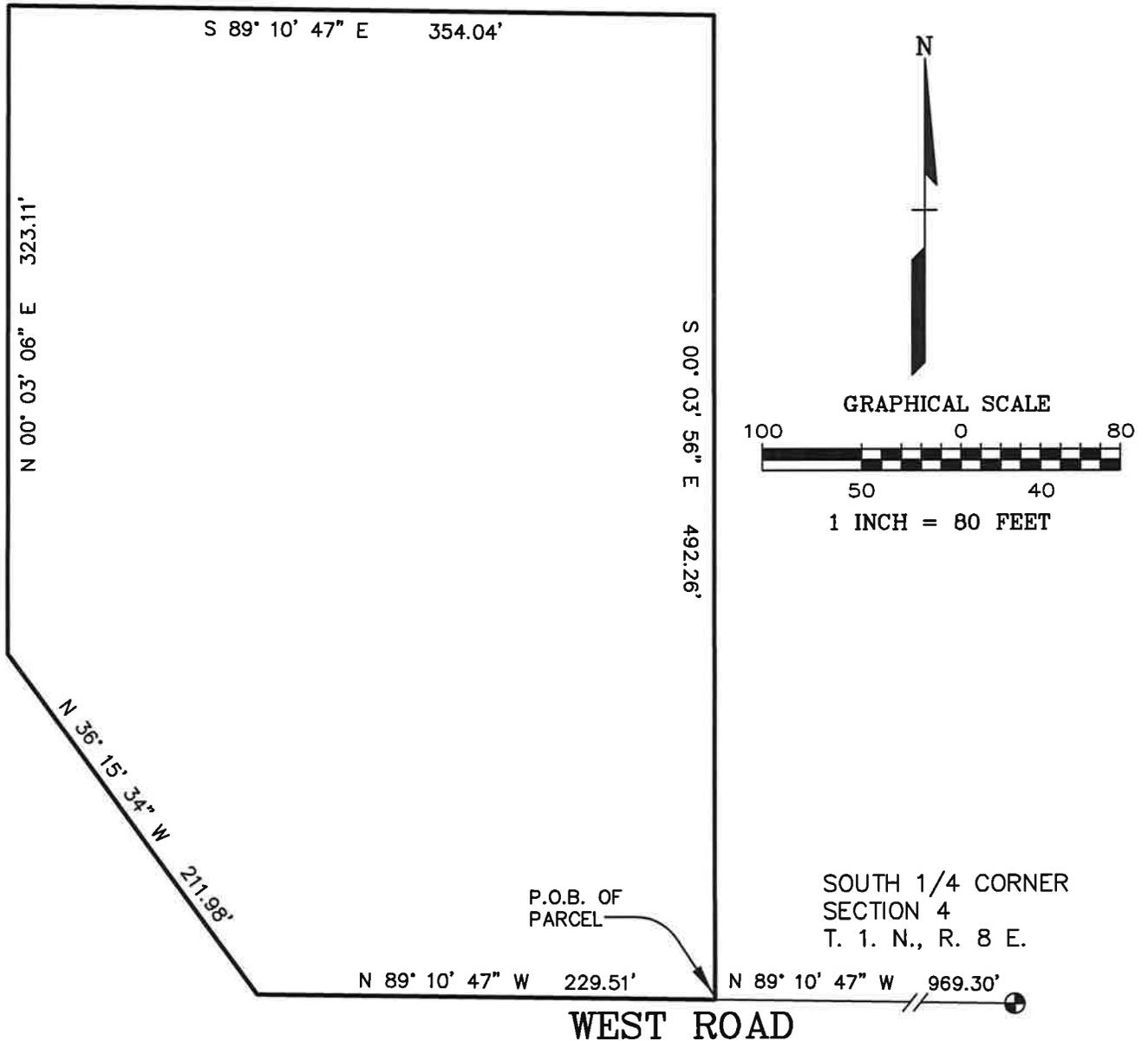
On this 31st day of October, 2019, before me, personally appeared Jerome J. Nell, Trustee, under the Jerome J. Nell Revocable Trust Agreement, dated July 10, 2008, as amended, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed


Notary Public,
Acting in October County, MI
My commission expires: 8/15/2020

Drafted by: Duncan P. Oglivie Seyburn Kahn 2000 Town Center, Suite 1500 Southfield, MI 48075	And when recorded return to: Cortney Hanson, City Clerk City of Novi 45175 Ten Mile Rd Novi, MI 48375
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STORM WATER DETENTION SYSTEM ACCESS EASEMENT EXHIBIT A

PROPERTY DESCRIPTION
SIDWELL # : 22-04-326-006
46860 WEST ROAD - NOVI, MI 48377-1724



LEGAL DESCRIPTION

PART OF THE SOUTHWEST 1/4 OF SECTION 4, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 4; THENCE ALONG THE SOUTH LINE OF SAID SECTION 4, N 89° 10' 47" W 969.30' TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SAID SOUTH LINE OF SECTION 4, N 89° 10' 47" W 229.51' TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF CSX RAILROAD (100' WIDE); THENCE ALONG THE SAID NORTHEASTERLY RIGHT OF WAY LINE OF CSX RAILROAD, N 36° 15' 34" W 211.98' TO A POINT ON THE WIXOM-NOVI LINE; THENCE ALONG THE SAID WIXOM-NOVI LINE, N 00° 03' 06" E 323.11' TO THE SOUTHWEST CORNER OF UNIT 7 OF "BECK NORTH CORPORATE PARK" SUBDIVISION; THENCE ALONG THE SAID SUBDIVISION LINE, S 89° 10' 47" E 354.04' TO THE NORTHWEST CORNER OF UNIT 4 OF SAID SUBDIVISION; THENCE ALONG THE SAID SUBDIVISION LINE, S 00° 03' 56" E 492.26' TO THE POINT OF BEGINNING. CONTAINING 3.762 ACRES AND SUBJECT TO ALL MATTERS AND EASEMENTS OF RECORD.

Engineering and Surveying Services, Inc.

7741 Schaefer Road
Dearborn, Michigan 48126
Tel: (313) 945 5890
Fax: (313) 945 5891

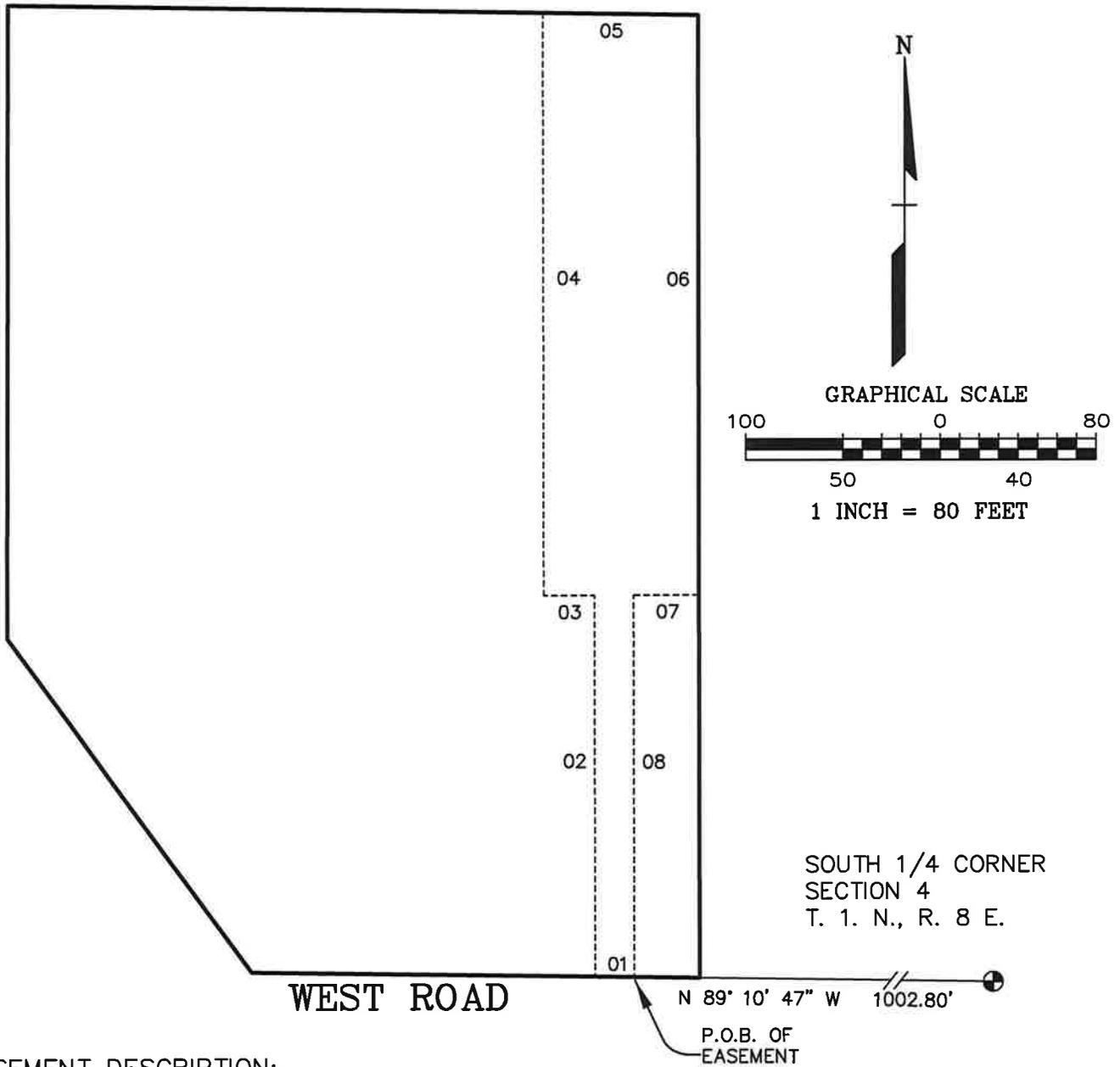
JOB No. 17001
DATE: 10-28-2019
SCALE : 1" = 80'
SHEET 1 OF 3

PREPARED BY:
IBRAHIM SEBLINI, P.E.



STORM WATER DETENTION SYSTEM ACCESS EASEMENT EXHIBIT B

EASEMENT DESCRIPTION
SIDWELL # : 22-04-326-006
46860 WEST ROAD - NOVI, MI 48377-1724



EASEMENT DESCRIPTION:

PART OF THE SOUTHWEST 1/4 OF SECTION 4, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 4; THENCE ALONG THE SOUTH LINE OF SAID SECTION 4, N 89° 10' 47" W 1002.80' TO THE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING EIGHT (8) COURSES:

01 - N 89° 10' 47" W	20.00'	02 - N 00° 03' 56" W	195.31'
03 - S 89° 56' 04" W	26.00'	04 - N 00° 03' 56" W	297.35'
05 - S 89° 10' 47" E	79.51'	06 - S 00° 03' 56" E	296.12'
07 - S 89° 56' 04" W	33.50'	08 - S 00° 03' 56" E	195.62'

TO THE POINT OF BEGINNING.

Engineering and Surveying Services, Inc.

7741 Schaefer Road
Dearborn, Michigan 48126
Tel: (313) 945 5890
Fax: (313) 945 5891

JOB No. 17001
DATE: 10-28-2019
SCALE : 1" = 80'
SHEET 2 OF 3

PREPARED BY:
IBRAHIM SEBLINI, P.E.



STORM WATER DETENTION SYSTEM ACCESS EASEMENT EXHIBIT C

SIDWELL # : 22-04-326-006
46860 WEST ROAD - NOVI, MI 48377-1724

STORM DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT

<u>STORM WATER FACILITY</u>	<u>MAINTENANCE ACTION</u>	<u>CORRECTIVE ACTION</u>	<u>ANNUAL ESTIMATED COST FOR MAINTENANCE & REPAIRS</u>		
			<u>1st YEAR</u>	<u>2nd YEAR</u>	<u>3rd YEAR</u>
Storm Sewer/Open Channels	After each storm that meets or exceeds a 10-year storm event, check for piping around culverts or erosion adjacent to culverts. Ensure culverts are not collapsed or clogged.	Implement energy dissipation measures as necessary to prevent erosion. Remove sediment and debris from channels and culverts. Replace collapsed culverts.	\$100	\$103	\$106
Detention Basin	Regularly mow buffer strips. If buffer is a lawn, mow frequently. Remove sediment every five to ten years or as necessary. Remove debris & excessive algae. Check for eroded basin banks.	Implement soil stabilization measures to stop erosion of banks. Repair eroded banks.	\$300	\$309	\$318
Buffer Strips	Periodically inspect to ensure vegetative cover prevents erosion.	Implement energy dissipation measures to prevent erosion.	\$150	\$155	\$160
Sediment Basin	Every three months, check depth of sediment. Check basin for piping, seepage, or mechanical damage. Check for soil caking around standpipes. Ensure outfall is not causing erosion.	Remove sediment that accumulates to no more than 50% of basin volume. Remove caking from around standpipe. Implement energy dissipation measures to prevent erosion. Repair basin or outfall erosion.	\$200	\$206	\$212
Total			\$750	\$773	\$796

Engineering and Surveying Services, Inc.

7741 Schaefer Road
Dearborn, Michigan 48126
Tel: (313) 945 5890
Fax: (313) 945 5891



JOB No. 17001
DATE: 10-28-2019
SCALE : NONE
SHEET 3 OF 3

PREPARED BY:
IBRAHIM SEBLINI, P.E.

February 5, 2021

Jeff Herczeg
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: 46860 West Road - Acceptance Documents Review
Novi # JSP17-0035
SDA Job No. NV18-209
EXHIBITS APPROVED

Dear Mr. Herczeg:

We have reviewed the Final Acceptance Document Package received by our office on January 19, 2021 against the Final Site Plan (Stamping Set) approved on August 9, 2018 and our as-built field records. We offer the following comments:

Final Acceptance Documents:

The following items must be provided prior to the issuance of a Temporary Certificate of Occupancy. All documents must be completed using blue/black ink as the County will reject them otherwise.

1. Water System Easement
(executed 11/10/2020)
Exhibits Approved.
2. Sanitary Sewer Easement
(executed 11/10/2020)
Exhibits Approved.
3. Storm Drainage Facility / Maintenance Easement Agreement
(executed October 31, 2019)
Exhibits A, B, C Approved.
4. Warranty Deed for Right-of-Way Dedication
(executed 01/14/2021)
Exhibits Approved.
5. Bills of Sale: Sanitary Sewer System and Water Supply System
(executed 11/6/2020)
Exhibits Approved.
6. Full Unconditional Waivers of Lien from contractors installing public utilities
Supplied – Approved.
7. Sworn Statement signed by Developer
Supplied – Approved.

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted to the City. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the Mayor's signature.

It should be noted that the Plan Review Center Report dated April 27, 2018 contains all documentation requirements necessary prior to construction and occupancy of the facility.

If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER



Mike Freckelton, EIT
Engineer

Cc (via Email): Victor Boron, City of Novi
 Taylor Reynolds, Spalding DeDecker
 Courtney Hanson, City of Novi
 Madeleine Kopko, City of Novi
 Sarah Marchioni, City of Novi
 Ted Meadows, Spalding DeDecker
 Kate Richardson, City of Novi
 Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
 Angie Sosnowski, City of Novi