



CITY OF NOVI CITY COUNCIL
JULY 12, 2021

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Boll Filter Corporation for Boll Filter located north of Nine Mile Road and west of Venture Drive (parcel 50-22-26-401-044).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION:

Boll Filter Corporation requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the parking lot expansion 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, August 8, 2019) and the City Engineering consultant (Spalding DeDecker, October 26, 2018), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Boll Filter Corporation for Boll Filter located north of Nine Mile Road and west of Venture Drive (parcel 50-22-26-401-044).

Boll Filter SDFMEA

Location Map



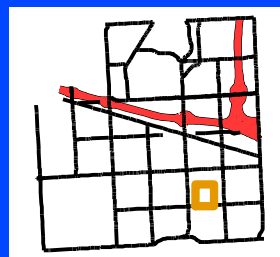
Map Author: Kate Richardson
Date: 06/28/2021
Project: Boll Filter
Version: 1.0

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.

Map Legend
□ Subject Parcel



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

Feet
0 15 30 60 90
1 inch = 70 feet



ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

2755 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

August 8, 2019

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

Re: *Boll Filter JSP 18-0014*
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 Boll Filter Parking Lot expansion. 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

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over a horizontal line. The signature is stylized and cursive.

Elizabeth Kudla Saarela

Enclosures

Jeffrey Herczeg, Director of Public Works
City of Novi
August 8, 2019
Page 2

C: Cortney Hanson, Clerk (w/Original Enclosure)
Charles Boulard, Community Development Director (w/Enclosure)
Barb McBeth, City Planner (w/Enclosure)
Sri Komaragiri, Planner (w/Enclosure)
Lindsay Bell, Planner (w/Enclosure)
Madeleine Kopko, Planning Assistant (w/Enclosure)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosure)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosure)
Rebecca Runkel, Staff Engineer (w/Enclosure)
Kate Richardson, Plan Review Engineer (w/Enclosure)
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosure)
Sue Troutman, City Clerk's Office (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 26th day of June, 2018, by and between Boll Filter Corporation a Michigan Corporation, whose address is 22635 Venture Dr., Novi, MI 48375 (hereinafter the "Owner"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

RECITATIONS:

- A. Owner is the owner and developer of a certain parcel of land situated in Section of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). Owner has received final site plan approval for construction of a Parking Lot development on the Property.
- B. The Parking Lot 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 B.

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 Ingress/Egress Easement Area as described and depicted in **Exhibit C** 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 Detention/Sedimentation Basin Easement Area described and depicted in **Exhibit D**, 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
BOLL FILTER CORP.
Michele La Torre
By: MICHELE LA TORRE
Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 24 day of July, 2019, by MICHELE LA TORRE, as the OWNER of BOLL FILTER CORP.

ROBERTA PRESSLEY
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MONROE
My Commission Expires Aug. 30, 2025
Acting in the County of Oakland

[Signature]
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

CITY OF NOVI
A Municipal Corporation

By:
Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____ day of _____ 201____, by _____, on behalf of the City of Novi, a Municipal Corporation.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

Drafted by:

Elizabeth Kudla Saarela
Johnson, Rosati, Schultz & Joppich, P.C.
2755 Executive Drive, Suite 250
Farmington Hills, MI 48331

And when recorded return to:

Cortney Hanson, City Clerk
City of Novi
45175 Ten Mile Rd
Novi, MI 48375

EXHIBIT A
PROPERTY DESCRIPTION

FURNISHED LEGAL DESCRIPTIONS OF PARCELS

TAXID: 22-26-401-030

A PARCEL OF LAND LOCATED IN AN BEING A PART OF SECTION 26, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE NORTHERLY 56.76' OF LOT 5 AND ALSO THE SOUTHERLY 134.69' OF LOT 6 OF "HICKORY CORPORATE PARK" (LIBER 216, PAGE 9-12 OF OAKLAND COUNTY PLAT RECORDS).

TAXID: 22-26-401-042

A PARCEL OF LAND LOCATED IN AN BEING A PART OF SECTION 26, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
LOT 6 EXCEPT THE SOUTHERLY 134.69' OF LOT 6, ALL OF LOT 7, AND ALSO THE SOUTHERLY 14.80' OF LOT 8 OF "HICKORY CORPORATE PARK" (LIBER 216, PAGE 9-12 OF OAKLAND COUNTY PLAT RECORDS).



Sidock Group

ARCHITECTS • ENGINEERS • CONSULTANTS

SHEET: 1 OF 7
DATE: 06/21/18
PROJECT NUMBER: 917292

Design Studio
43155 Main Street, Suite 2306
Novi, Michigan 48375
Ph: (248)869-4029 • Fax: (248)349-1429

EXHIBIT A

PROPERTY DESCRIPTION



Sidock Group

ARCHITECTS • ENGINEERS • CONSULTANTS

Design Studio

43155 Main Street, Suite 2306

Novi, Michigan 48375

Ph: (248)869-4029 • Fax: (248)349-1429

SCALE: 1" = 60'

DRAWN: M. SMOTER

CHECKED: C. LEACH

SHEET: 2 OF 7

DATE: 06/21/18

PROJECT NUMBER: 917292

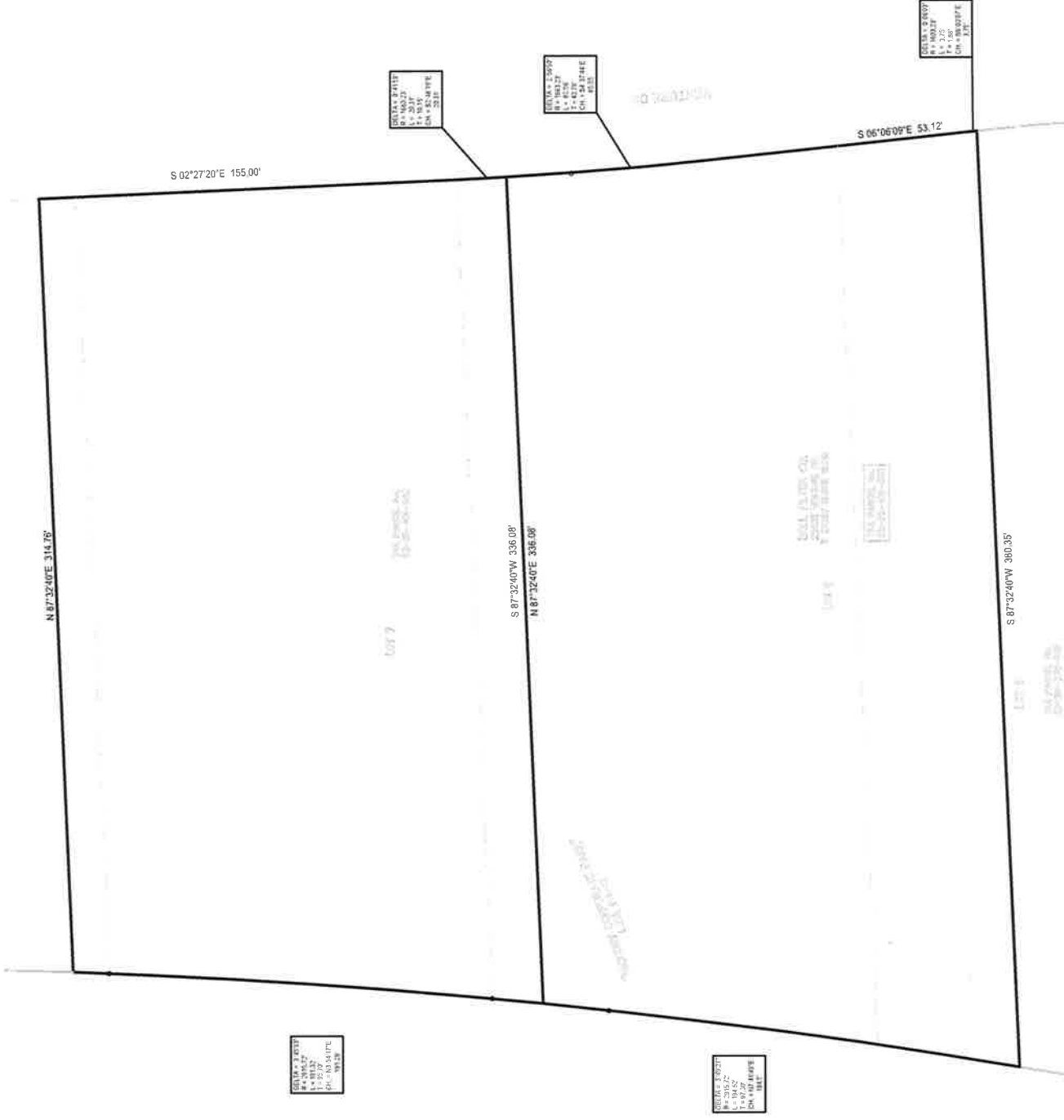


EXHIBIT B

MANUFACTURED TREATMENT SYSTEM MAINTENANCE PLAN

THE OWNER SHALL BE RESPONSIBLE FOR THE EXECUTION AND RECORD OF THE MAINTENANCE FOR THE INSTALLED MANUFACTURED TREATMENT SYSTEM. MAINTENANCE SHALL OCCUR AT SCHEDULED INTERVALS NOT TO EXCEED 6 MONTHS BETWEEN SERVICE AND IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS. REGULAR MAINTENANCE INVOLVES THE REMOVAL AND LEGAL DISPOSAL OF ACCUMULATED SEDIMENT AS WELL A ACCUMULATED FATS, OILS AND GREASE FROM THE TREATMENT CHAMBER. IN ADDITION, INSPECTION OF THE CHAMBERS AND ASSOCIATED STRUCTURES SHALL BE CARRIED OUT ON THE SAME SCHEDULE TO VERIFY PROPER FUNCTION. BELOW IS AN ITEMIZED COST ESTIMATED FOR THE FIRST THREE YEARS OF OPERATION, TO BE PAID BY THE OWNER.

| <u>COST ITEM</u> | <u>ESTIMATED UNIT COST</u> | <u>ESTIMATED 3 YEAR COST</u> |
|--------------------------------------------------------|----------------------------|------------------------------|
| REMOVAL OF SEDIMENT, OIL, FATS, GREASE, AND INSPECTION | \$300 | \$1800 |



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SHEET: 3 OF 7
DATE: 06/21/18
PROJECT NUMBER: 917292

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EXHIBIT C

INGRESS/EGRESS EASEMENT AREA

LEGAL DESCRIPTION - EASEMENT AREA

A TWENTY FOOT WIDE INGRESS/EGRESS EASEMENT AREA BEING DESCRIBED ALONG ITS CENTERLINE AS:
COMMENCING AT THE SOUTHEAST CORNER OF TAX PARCEL NO. 22-26-401-030 THENCE NORTH 06 DEGREES 05
MINUTES 42 SECONDS WEST 33.66 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE NORTH 90
DEGREES 00 MINUTES 00 SECONDS WEST 23.32 FEET TO THE POINT OF ENDING, SAID EASEMENT EXTENDS TO
AND CEASES AT ALL PROPERTY LINES AND OR RIGHT-OF-WAY LINES WHICH INTERSECT SAID EASEMENT
CENTERLINE.



Sidock Group

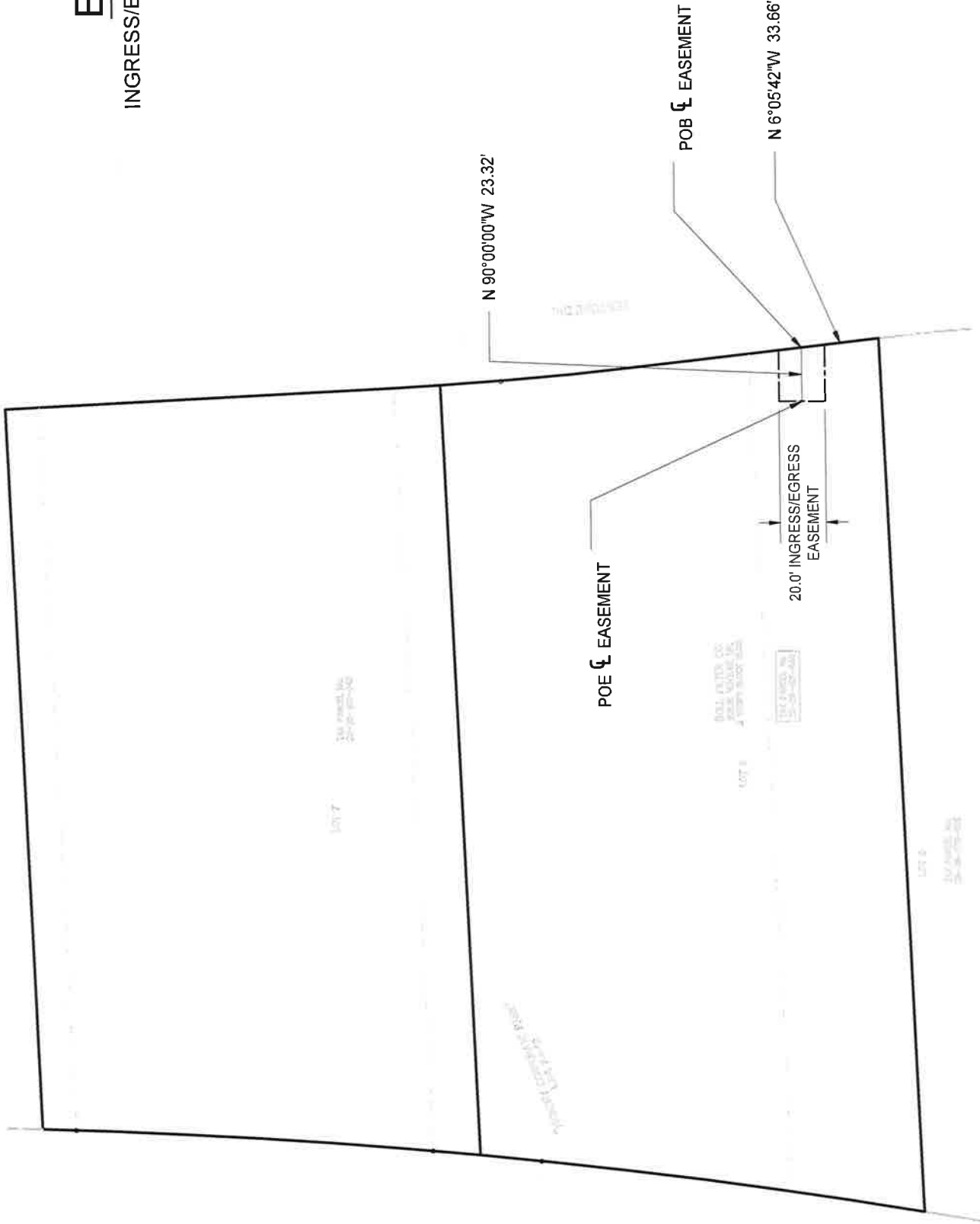
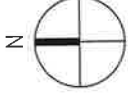
ARCHITECTS • ENGINEERS • CONSULTANTS

SHEET: 4 OF 7
DATE: 06/21/18
PROJECT NUMBER: 917292

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EXHIBIT C

INGRESS/EGRESS EASEMENT AREA



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SCALE: 1" = 60'
DRAWN: M. SMOTER
CHECKED: C. LEACH

SHEET: 5 OF 7
DATE: 06/21/18
PROJECT NUMBER: 917292

EXHIBIT D

MANUFACTURED TREATMENT SYSTEM EASEMENT AREA

LEGAL DESCRIPTION - EASEMENT AREA

A TWENTY FOOT WIDE MANUFACTURED TREATMENT SYSTEM EASEMENT AREA BEING DESCRIBED ALONG ITS CENTERLINE AS: COMMENCING AT THE SOUTHEAST CORNER OF TAX PARCEL NO. 22-26-401-030 THENCE NORTH 06 DEGREES 05 MINUTES 42 SECONDS WEST 33.66 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 23.32 FEET TO THE POINT OF ENDING, SAID EASEMENT EXTENDS TO AND CEASES AT ALL PROPERTY LINES AND OR RIGHT-OF-WAY LINES WHICH INTERSECT SAID EASEMENT CENTERLINE.



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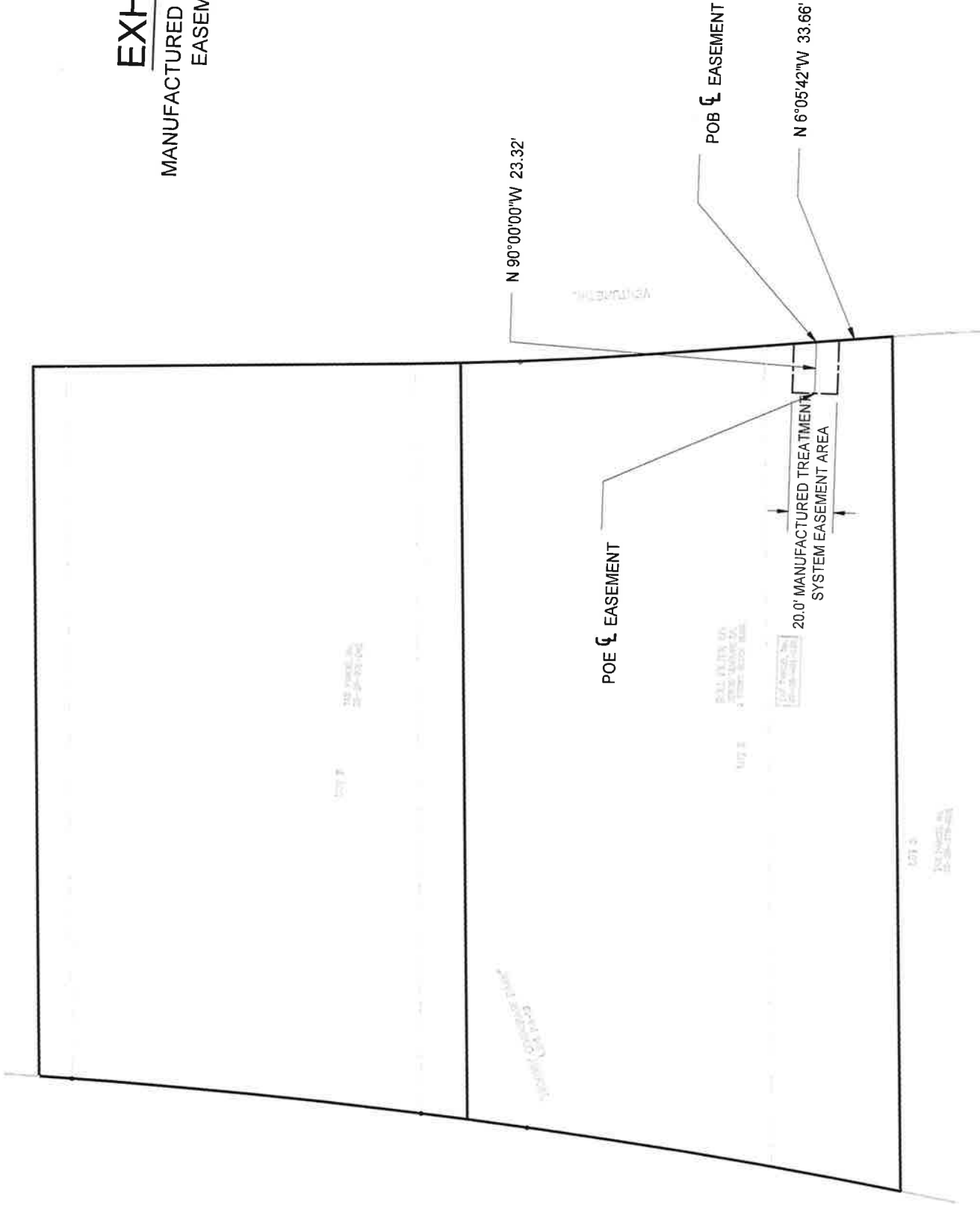
ARCHITECTS • ENGINEERS • CONSULTANTS

SHEET: 6 OF 7
DATE: 06/21/18
PROJECT NUMBER: 917292

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EXHIBIT D

MANUFACTURED TREATMENT SYSTEM EASEMENT AREA



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SCALE: 1" = 60'
DRAWN: M. SMOTER
CHECKED: C. LEACH

SHEET: 7 OF 7
DATE: 06/21/18
PROJECT NUMBER: 917292

October 26, 2018

Darcy Rechten, Construction Engineer
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Boll Filter - Acceptance Documents Review
Novi # JSP18-0014
SDA Job No. NV18-222
EXHIBITS APPROVED

Dear Ms. Rechten:

We have reviewed the Acceptance Document Package received by our office on July 03, 2018 against the Final Site Plan (Stamping Set) approved on September 26, 2018. We offer the following comments:

Initial Acceptance Documents:

- 1. Storm Drainage Facility / Maintenance Easement Agreement** – Exhibits A, B, C, & D 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 July 23, 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): Cortney Hanson, City Clerk
Sarah Marchioni, City Building Project Coordinator
Ted Meadows, Spalding DeDecker
Taylor Reynolds, Spalding DeDecker
George Melistas, City Engineering Senior Manager
Angie Sosnowski, City Community Development Bond Coordinator
Beth Saarela, Johnson Rosati, Schultz, Joppich PC