



## CITY of NOVI CITY COUNCIL

**Agenda Item G**  
**November 13, 2017**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Doeting Education Company for the Goddard School of Novi project located north of Grand River Avenue, south of Twelve Mile Road and east of Wixom Road (parcel 50-22-17-126-012).

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division

**CITY MANAGER APPROVAL:** 

**BACKGROUND INFORMATION:**

The developer for the Goddard School of Novi, Doeting Education Company, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the storm water management system associated with the project.

The Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) is a requirement of the Storm Water Management Ordinance and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system. The agreement also contains a provision that permits the City to perform maintenance of the privately owned on-site storm water system should the property owner fail to do so at the expense of the property owner.

In this particular case, the property owner owns and agrees to maintain a storm water detention and sedimentation area and is providing an ingress/egress easement to the detention basin and oil/gas separator. The owner is also responsible for maintaining the pipes, manholes, and open channels leading to and from the on-site sewer system.

The enclosed agreement has been favorably reviewed by the City Engineering consultant and the City Attorney (Beth Saarela, October 31, 2017) and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Doeting Education Company for the Goddard School of Novi project located north of Grand River Avenue, south of Twelve Mile Road and east of Wixom Road (parcel 50-22-17-126-012).



# The Goddard School of Novi

Location Map

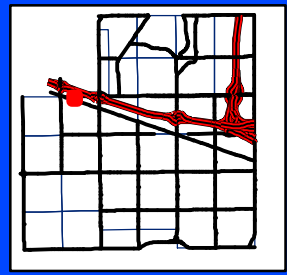


Twelve Mile Rd

The Goddard School Site

Grand River Ave

Map Author: Theresa Bridges  
Date: November 3, 2017  
Project:  
Version #:  
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 Services  
26300 Lee BeGole Drive  
Novi, MI 48375  
cityofnovi.org

Feet  
0 20 40 80 120  
1 inch = 104 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331  
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.jrsjlaw.com

October 31, 2017

George D. Melistas, Engineering Senior Manager  
CITY OF NOVI  
City of Novi  
45175 Ten Mile Road  
Novi, MI 48375-3024

Re: The Goddard School JSP 16-0050  
*Acceptance Documents*

Dear Mr. Melistas:

We have received and reviewed, and enclosed please find the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage and detention facilities serving the Goddard School. **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,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth Kudla Saarela

Enclosures

C: Cortney Hanson, Clerk (w/Original Enclosures to follow upon receipt)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, City Planner (w/Enclosures)

George Melistas, Engineering Senior Manager

October 31, 2017

Page 2

Sri Komaragiri, Planner (w/Enclosures)

Hannah Smith, Planning Assistant (w/Enclosures)

Sarah Marchioni, Building Permit Coordinator (w/Enclosures)

Theresa Bridges, Construction Engineer (w/Enclosures)

Darcy Rechten, Plan Review Engineer (w/Enclosures)

Taylor Reynolds, and Ted Meadows, Spalding DeDecker (w/Enclosures)

Sue Troutman, City Clerk's Office (w/Enclosures)

Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)

Tim Storey, Storey Engineering Group (w/Enclosures)

Thomas R. Schultz, Esquire (w/Enclosures)

**STORM DRAINAGE FACILITY**  
**MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this 23 day of October, 2017, by and between Doeting Education Company d/b/a The Goddard School of Novi, a Michigan Corporation, whose address is 9255 Red Maple Court, Plymouth, MI 48170 (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 Goddard School development on the Property.
- B. The Goddard School 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  
Doeting Education Company d/b/a The  
Goddard School of Novi, a Michigan  
Corporation

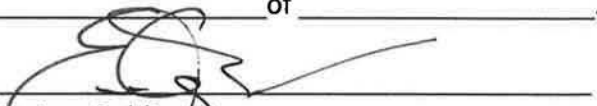
 President

By: Derick D. Doe  
Its: President

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF ~~OAKLAND~~ )  
 Wayne

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of October, 2017  
by \_\_\_\_\_, as the \_\_\_\_\_ of \_\_\_\_\_.

ERIN E. PERCY  
NOTARY PUBLIC - MICHIGAN  
WAYNE COUNTY  
MY COMMISSION EXPIRES SEPT. 15, 2019  
ACTING IN Wayne COUNTY

  
Notary Public, Wayne  
Acting in Oakland County, Michigan  
My Commission Expires: 9-15-19

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.  
27555 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"  
PARCEL DESCRIPTION OF PREMISES

**PROPERTY DESCRIPTION:**

(TAX ID# 22-17-126-012)

PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS: BEGINNING AT A POINT DISTANT EAST 1878.14 FEET AND SOUTH 60 FEET FROM THE NORTHWEST SECTION CORNER, THENCE EAST 168.75 FEET, THENCE SOUTH 09 DEGREES 04 MINUTES 39 SECONDS EAST, 334.61 FEET; THENCE SOUTH 20 DEGREES 37 MINUTES 47 SECONDS WEST, 110.55 FEET; THENCE NORTH 70 DEGREES 04 MINUTES 59 SECONDS WEST, 263.30 FEET; THENCE NORTH 10 DEGREES 41 MINUTES 18 SECONDS EAST, 350.26 FEET TO THE POINT OF BEGINNING. CONTAINING 2.096 ACRES.



STOREY ENGINEERING GROUP, LLC  
48264 MANCHESTER  
MACOMB, MI 48044  
(586) 216-1043  
www.storeyengineering.com

CLIENT:

DERICK & BOBBIE DOE  
9255 RED MAPLE CT  
PLYMOUTH, MI 48170

SCALE: 1" = 100'

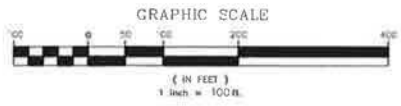
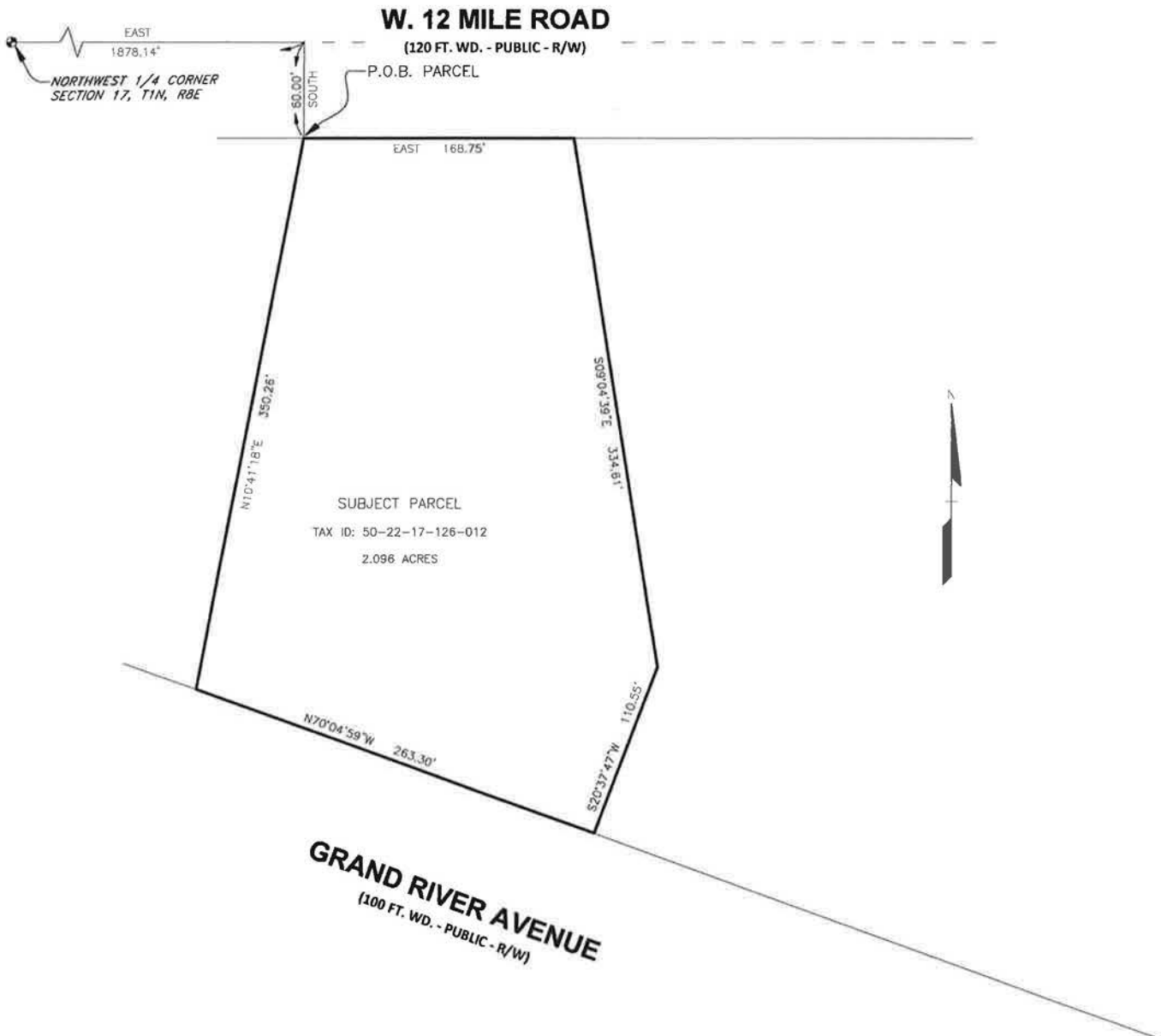
JOB No: 2016-011

DATE: 1-15-17

DWG. No: 1 of 2

# EXHIBIT "A"

## SKETCH OF PARCEL





**STOREY ENGINEERING GROUP, LLC**  
48264 MANCHESTER  
MACOMB, MI 48044  
(586) 216-1043  
www.storeyengineering.com

CLIENT: DERICK & BOBBIE DOE 9255 RED MAPLE CT PLYMOUTH, MI 48170	SCALE: 1" = 100'	JOB No: 2016-011
	DATE: 1-15-17	DWG. No: 2 of 2

# EXHIBIT "B"

## STORM WATER SYSTEM MAINTENANCE PLAN

Property Information: THE GODDARD SCHOOL — NOVI  
48600 GRAND RIVER AVENUE  
NOVI, MI 48374

Applicant/Property Owner: DOETING EDUCATION COMPANY  
9255 RED MAPLE CT.  
PLYMOUTH, MI 48170

### A. Physical Limits of the Storm Water Management System

The storm water management system (SWMS) subject to this Long-term Maintenance Plan (Plan) is located on Parcel #50-22-17-126-012. The legal description for which is shown on Exhibit A while the Detention/Sedimentation Basin Easement Area is depicted and described on Exhibit D and the Ingress/Egress Easement Area is depicted and described on Exhibit C and the maintenance plan is described on Exhibit B and includes without limitation the detention basin, outlet structure, emergency overflow, buffer strip, outlet control structures and closed conduits and watercourses that convey flow to the detention basin and from the detention basin into the 12 Mile Road Right of Way.

For purposes of this Plan, this storm water management system and all of its components as shown on Exhibits A, B, C and D is referred to as The Novi Goddard School Stormwater Management Area.

### B. Time Frame for Long-Term Maintenance Responsibility

Doeting Education Company also known as "The Goddard School of Novi" and their successors and assigns in title to the property described in Exhibit A are responsible for maintaining the Novi Goddard School Stormwater Management Area, including complying with applicable requirements of the City of Novi soil erosion and sedimentation control program, until the City of Novi, releases the construction permit. Long-term maintenance responsibility for the Novi Goddard School Stormwater Management Area hereby commences immediately following completion of construction of the Novi Goddard School Stormwater Management System. Long-term maintenance continues in perpetuity.

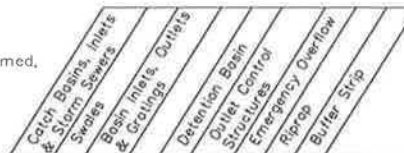
### C. Manner of Ensuring Maintenance Responsibility

The Owners of the property and its successors and assigns have assumed responsibility for the long-term maintenance of the Novi Goddard School Stormwater Management Area. However, be it known that Doeting Education Company (dba The Goddard School of Novi) and their successors and assigns in title to the property described in Exhibit A, hereby agree that the City of Novi retains the right to enter the property and perform the necessary maintenance of the SWMS and assess the cost of repairs to the property Owner if The Goddard School Novi fails to perform the required maintenance activities as outlined in Section "D" below.

To ensure that The Novi Goddard School is maintained in perpetuity, the depiction of the physical limits of the storm water management system (Exhibit D), this Plan (Exhibit B), the Parcel Description (Exhibit A), the Ingress/Egress Easement Area (Exhibit C), and the the Storm Drainage Facility Maintenance Easement Agreement between the City of Novi and the Property Owner will be recorded with the Oakland County Register of Deeds. Upon recording, a copy of the recorded document will be provided to the City.

### D. Long-Term Maintenance Plan and Schedule

Table 1 (below) identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance, and remedial actions). Table 1 also identifies site-specific work needed to ensure that the storm water management system functions properly.



MAINTENANCE ACTIVITIES									FREQUENCY:
Inspect for sediment accumulation**/clogging of stone filter	X	X	X	X	X	X			2 times a year
Inspect for erosion and integrity of banks and berms		X	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	X	X	Annually
Monitor plantings/vegetation		X		X		X		X	2 times a year
Ensure means of access for maintenance remain clear/open	X	X	X	X	X	X	X	X	Annually
<b>PREVENTIVE MAINTENANCE</b>									
Mowing		X		X	X	X			Weekly during the growing season
Remove accumulated sediment	X	X		X	X				As needed**
Remove floatables, dead vegetation and debris	X	X	X	X	X	X			As needed
Replace or wash/reuse stone riser debris					X	X			Every 3 years; more frequently if needed***
Remove invasive plant species		X		X				X	Annually
<b>REMEDIAL ACTIONS</b>									
Repair/stabilize areas of erosion		X	X	X		X	X	X	As needed
Replace dead plantings, bushes, trees		X		X				X	As needed
Reseed bare areas		X		X		X		X	As needed
Structural repair	X		X		X	X	X		As needed
Make adjustments/repairs to ensure proper functioning	X	X	X	X	X	X	X	X	As needed

\* NOTE: IF THE PUMPING DOWN OF WATER IN THE BASIN IS REQUIRED FOR MAINTENANCE AND REMEDIAL ACTIONS, THE STORM WATER SHALL BE PUMPED AT A RATE NOT TO EXCEED THE ALLOWABLE OUTFLOW OF THE SITE (0.299 CFS) AND SHALL BE DISCHARGED TO THE EMERGENCY OVERFLOW STRUCTURE, #3 UTILIZING A FILTER BAG.

\*\* BOTTOM OF BASIN TO BE CLEANED WHENEVER VOLUME IS REDUCED BY 30 PERCENT OR MORE DUE TO SEDIMENT ACCUMULATION.

\*\*\* REPLACE STONE IF IT CAN NOT BE ADEQUATELY CLEANED.

NOTE: ESTIMATED ANNUAL COST FOR MAINTENANCE & REPAIR FOR THE FIRST (3) THREE YEARS IS \$2,000

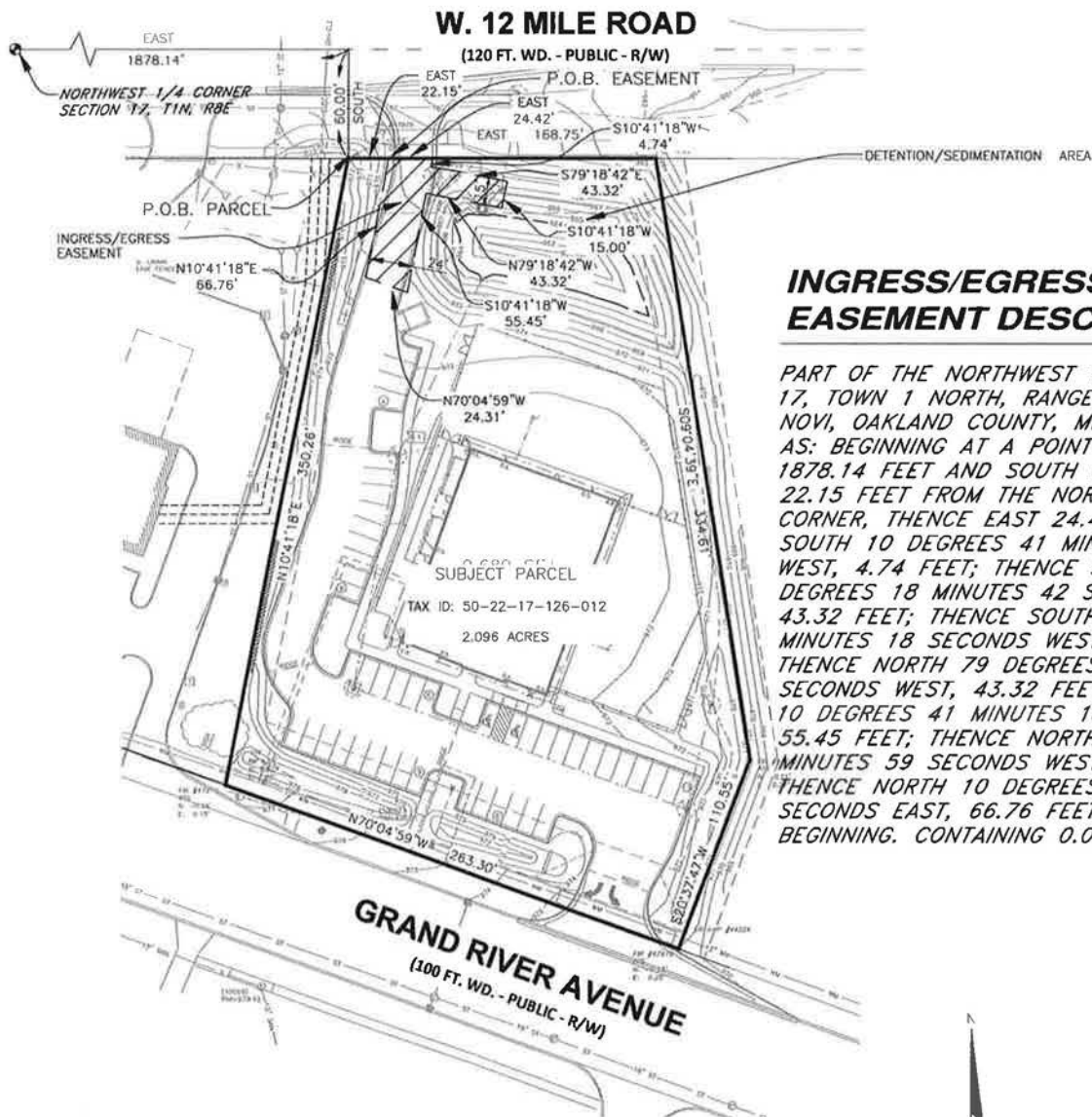
No.	By	Ch.	Date
<b>DERICK &amp; BOBBIE DOE</b> 9255 RED MAPLE CT PLYMOUTH, MI 48170			
<b>EXHIBIT 'B' STORM WATER MANAGEMENT SYSTEM</b> <b>NOVI GODDARD SCHOOL</b> 48600 GRAND RIVER AVENUE CITY OF NOVI, OAKLAND COUNTY, MI			
DES.	TSS	SUR N/A	SCALE NO SCALE
DN.	TSS	P.M. TSS	DATE 1-15-17
		JOB NO. 2016-011	
		DWG. NO. 1 OF 1	



**STOREY  
ENGINEERING  
GROUP**

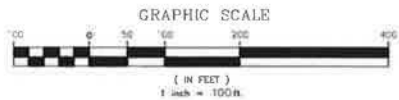
48264 MANCHESTER  
MACOMB, MI 48044  
(586) 216-1043

EXHIBIT "C"  
INGRESS/EGRESS EASEMENT AREA



**INGRESS/EGRESS  
EASEMENT DESCRIPTION:**

PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS: BEGINNING AT A POINT DISTANT EAST 1878.14 FEET AND SOUTH 60 FEET AND EAST 22.15 FEET FROM THE NORTHWEST SECTION CORNER, THENCE EAST 24.42 FEET, THENCE SOUTH 10 DEGREES 41 MINUTES 18 SECONDS WEST, 4.74 FEET; THENCE SOUTH 79 DEGREES 18 MINUTES 42 SECONDS EAST, 43.32 FEET; THENCE SOUTH 10 DEGREES 41 MINUTES 18 SECONDS WEST, 15.00 FEET; THENCE NORTH 79 DEGREES 18 MINUTES 42 SECONDS WEST, 43.32 FEET; THENCE SOUTH 10 DEGREES 41 MINUTES 18 SECONDS WEST, 55.45 FEET; THENCE NORTH 70 DEGREES 04 MINUTES 59 SECONDS WEST, 24.31 FEET; THENCE NORTH 10 DEGREES 41 MINUTES 18 SECONDS EAST, 66.76 FEET TO THE POINT OF BEGINNING. CONTAINING 0.039 ACRES.

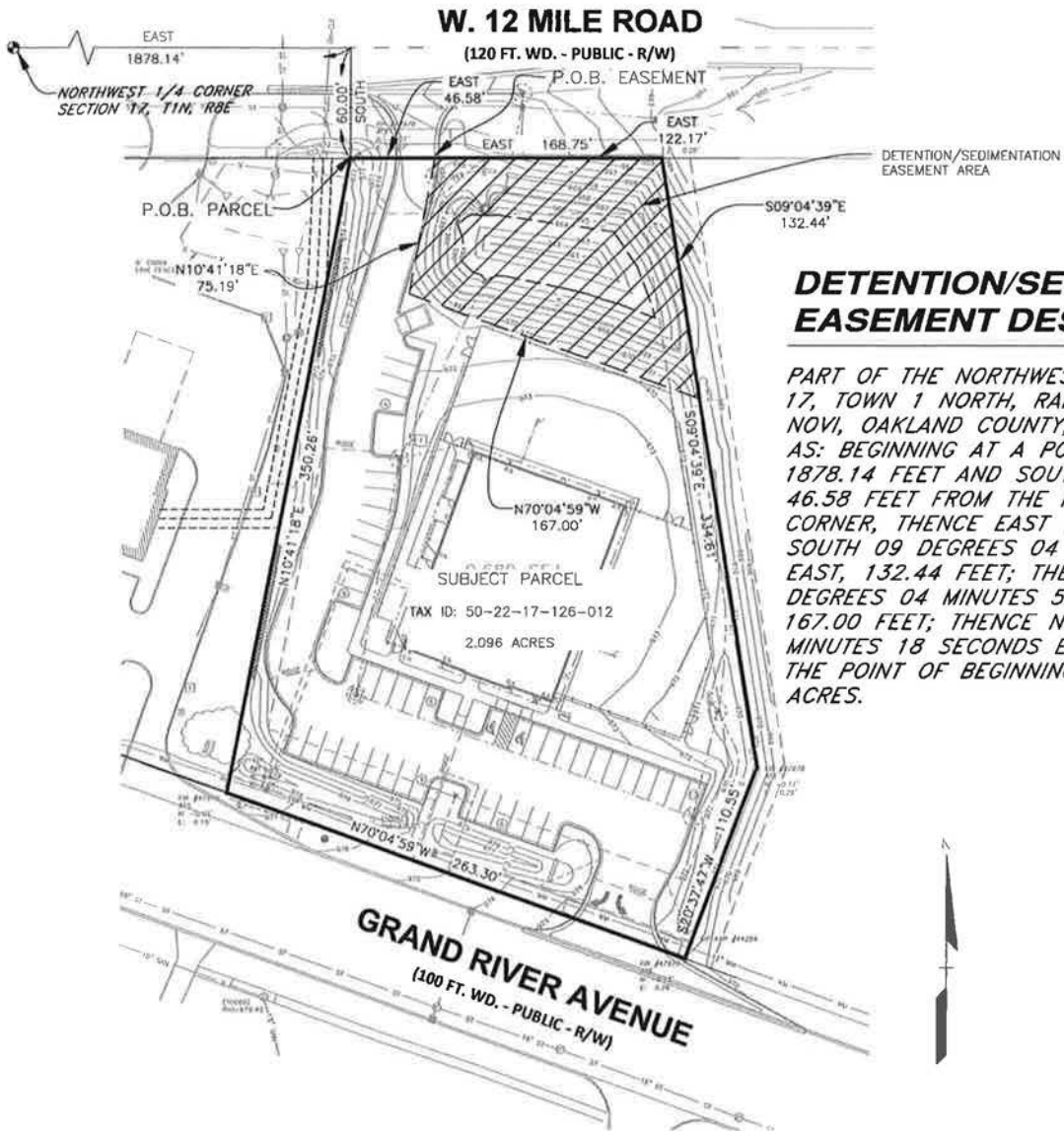


STOREY ENGINEERING GROUP, LLC  
48264 MANCHESTER  
MACOMB, MI 48044  
(586) 216-1043  
www.storeyengineering.com

CLIENT: DERICK & BOBBIE DOE 9255 RED MAPLE CT PLYMOUTH, MI 48170	SCALE: 1" = 100'	JOB No: 2016-011
	DATE: 1-15-17	DWG. No: 1 of 1



EXHIBIT "D"  
 DETENTION/SEDIMENTATION BASIN  
 EASEMENT AREA



**DETENTION/SEDIMENTATION  
 EASEMENT DESCRIPTION:**

PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS: BEGINNING AT A POINT DISTANT EAST 1878.14 FEET AND SOUTH 60 FEET AND EAST 46.58 FEET FROM THE NORTHWEST SECTION CORNER, THENCE EAST 122.17 FEET, THENCE SOUTH 09 DEGREES 04 MINUTES 39 SECONDS EAST, 132.44 FEET; THENCE NORTH 70 DEGREES 04 MINUTES 59 SECONDS WEST, 167.00 FEET; THENCE NORTH 10 DEGREES 41 MINUTES 18 SECONDS EAST, 75.19 FEET TO THE POINT OF BEGINNING. CONTAINING 0.326 ACRES.



STOREY ENGINEERING GROUP, LLC  
 48264 MANCHESTER  
 MACOMB, MI 48044  
 (586) 216-1043  
 www.storeyengineering.com

CLIENT: DERICK & BOBBIE DOE 9255 RED MAPLE CT PLYMOUTH, MI 48170	SCALE: 1" = 100'	JOB No: 2016-011
	DATE: 1-15-17	DWG. No: 1 of 1