



CITY of NOVI CITY COUNCIL

Agenda Item C
October 26, 2015

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from The Catholic Central High School of Detroit, a Michigan nonprofit corporation, as part of the Catholic Central Parking Lot Expansion Site Plan located south of Grand River Avenue and west of Wixom Road (parcels 22-18-200-022, 22-18-200-023 and 22-18-200-024).

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

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The Catholic Central High School of Detroit, a Michigan nonprofit corporation, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the new parking lot expansion and associated facilities at Catholic Central High School located south of Grand River Avenue and west of Wixom Road

The Storm Drainage Facility Maintenance Easement Agreement 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 on 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 the storm water detention basin and is providing an access easement to the basin. The owner is also responsible for maintaining the pipes, manholes and open channels leading to and from the on-site storm water system.

The enclosed agreement has been favorably reviewed by City Staff and the City Attorney (Beth Saarela's July 24, 2015 letter, attached) and is recommended for approval.

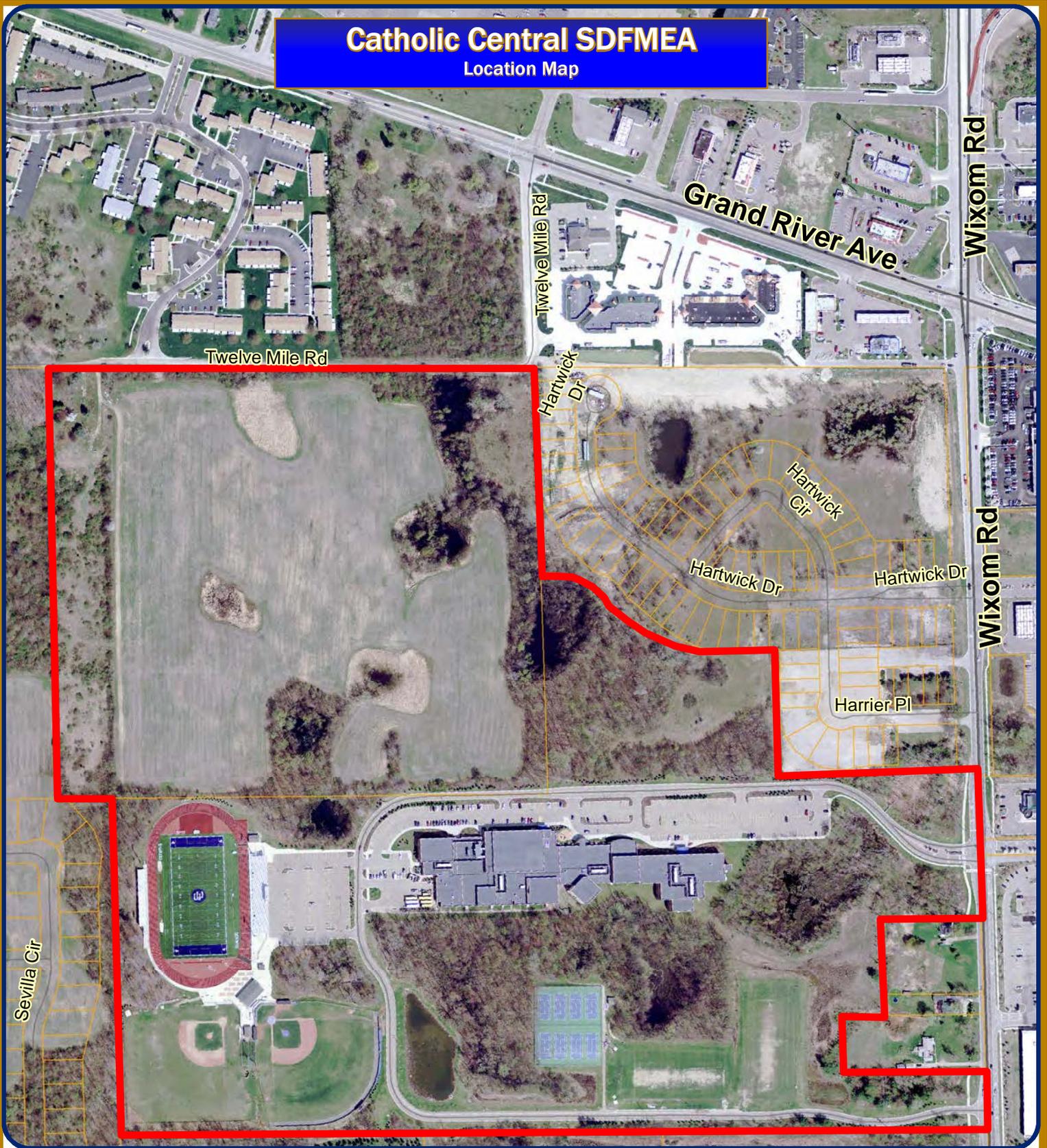
RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from The Catholic Central High School of Detroit, a Michigan nonprofit corporation, as part of the Catholic Central Parking Lot Expansion Site Plan located south of Grand River Avenue and west of Wixom Road (parcels 22-18-200-022, 22-18-200-023 and 22-18-200-024).

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Markham				

	1	2	Y	N
Council Member Mutch				
Council Member Poupard				
Council Member Wrobel				

Catholic Central SDFMEA

Location Map

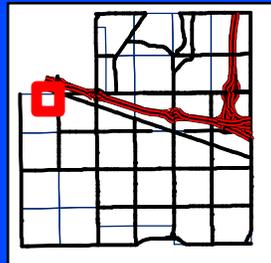


Map Author: A. Wayne
Date: October 16, 2015
Project:
Version #:

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 80 160 320 480

1 inch = 400 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.johnsonrosati.com

July 24, 2015

Rob Hayes, Public Services Director
City of Novi, Department of Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Catholic Central Parking Lot Expansion JSP 14-0012
Storm Drainage Facility Maintenance Easement Agreement**

Dear Mr. Hayes:

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 parking lot expansion for Catholic Central High School. The Agreement is in the City's standard format and has been executed by the property owner. Subject to review and approval of the exhibits by the City's Consulting Engineer, 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. We will forward the original document to the City Clerk once it has been forwarded by Engineering.

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

Very truly yours,

ELIZABETH K. SAARELA

EKS
Enclosures

Rob Hayes, Public Services Director

July 24, 2015

Page 2

C: Maryanne Cornelius, Clerk (w/Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, Deputy Community Development Director (w/Enclosures)
Sheila Weber, Treasurer's Office (w/Enclosures)
Kristin Pace, Treasurer's Office (w/Enclosures)
Adam Wayne, Construction Engineer (w/Enclosures)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Brittany Allen, Spalding DeDecker (w/Enclosures)
Andrew Wozniak, Zeimet Wozniak (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

November 25, 2014

Andy Wozniak
Zeimet Wozniak & Associates
55800 Grand River Ave, Suite 100
New Hudson, MI 48168

Re: Catholic Central Parking Lot Expansion Phase I - Acceptance Documents Review
Novi # JSP14-0012
SDA Job No. NV14-220
APPROVED CONTINGENT UPON PATHWAY CONSTRUCTION

Dear Mr. Wozniak,

We have reviewed the Acceptance Document Package received by our office on October 15, 2014 against the Final Site Plan (Stamping Set) approved on August 21, 2014 and the revised engineering plans received on November 10, 2014. We offer the following comments:

Final Acceptance Documents:

1. Pathway Easement – (unexecuted: exhibit dated 11/06/2014) Exhibits Approved contingent upon pathway construction. Upon completion of pathway construction, the above easement descriptions will be reviewed against the as-built location. Any revisions will be required as necessary.
1. Storm Drainage Facility Maintenance Easement Agreement – (unexecuted: exhibits dated 09/15/14) Exhibits Approved.
2. As-Built Engineering Plans are being prepared by Spalding DeDecker Associates, Inc.

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.

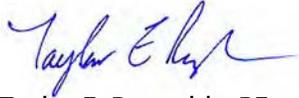
The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the Mayor's signature.

It should be noted that the Plan Review Center Report dated July 22, 2014 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



Taylor E. Reynolds, PE
Senior Project Engineer

cc: Brian Coburn, Plan Review Center (via E-mail)
Maryanne Cornelius, City Clerk (via E-mail)
Valentina Nukulaj, Planning Department (via E-mail)
Sarah Marchioni, Building Department (via E-mail)
Barb McBeth, City Planning Director (via E-mail)
Ted Meadows, Spalding DeDecker (via E-mail)
Beth Saarela, Johnson Rosati, Schultz, Joppich PC (via E-mail)
Adam Wayne, City Construction Engineer (via E-mail)
Sheila Weber, Treasurer's Office (via E-mail)
Shawn Blaszczyk, PE, Zeimet Wozniak & Associates (via E-mail)

i

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 17 day of December, 2014, by and between The Catholic Central High School of Detroit, a Michigan nonprofit corporation, whose address is 27225 Wixom Road, Novi, Michigan 48374 (hereinafter the "Owner"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 W. 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 18 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 on the Property known as Catholic Central.

B. The Catholic Central 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 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

The Catholic Central High School of Detroit,
a Michigan nonprofit corporation

By: John B. Huber, C.S.B.
Its: PRESIDENT

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 17 day of December 2014, by John Huber, the President of The Catholic Central High School of Detroit, a Michigan nonprofit corporation

DAWN M. BAFFI
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES AUG 2, 2020
ACTING IN COUNTY OF Oakland

Dawn M. Baffi
Notary Public Wayne, Acting on
Oakland County, Michigan
My Commission Expires: Aug 2, 2020

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 _____ 2014, by _____, on behalf of the City of Novi, a Municipal Corporation.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

Drafted by:
Elizabeth M. Kudla
30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040

And when recorded return to:
Maryanne Cornelius, City Clerk
City of Novi
45175 W. Ten Mile Rd
Novi, MI 48375

EXHIBIT 'A'

PARCEL DESCRIPTIONS:

DESCRIPTION 22-18-200-022

PART OF THE NORTHEAST 1/4 OF SECTION 18, T. 1 N., R. 8 E., CITY OF NOV, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 18 AND PROCEEDING ALONG THE NORTH LINE OF SAID SECTION 18, SAID LINE ALSO BEING THE CENTERLINE OF 12 MILE ROAD (33 FEET WIDE, 1/2 WIDTH) S. 88°55'17" E. 1316.66 FEET MEASURED, (1317.10 FEET RECORD); THENCE S. 00°44'12" E. 1017.99 FEET; THENCE S. 89°19'00" W. 1324.96 FEET; THENCE ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 18 N. 00°15'03" W. 1058.49 FEET TO SAID NORTH 1/4 CORNER OF SECTION 18 AND POINT OF BEGINNING CONTAINING 31.47 ACRES MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AND THE RIGHTS OF THE PUBLIC OR ANY GOVERNMENTAL AGENCY OVER 12 MILE ROAD.

DESCRIPTION 22-18-200-023

PART OF THE NORTHEAST 1/4 OF SECTION 18, T. 1 N., R. 8 E., CITY OF NOV, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 18 AND PROCEEDING ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 18 S. 00°15'03" E. 1058.49 FEET TO THE POINT OF BEGINNING; THENCE N. 89°19'00" E. 1324.96 FEET; THENCE S. 00°44'12" E. 288.19 FEET; THENCE N. 89°31'51" W. 1327.47 FEET; THENCE ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 18 N. 00°15'03" W. 261.50 FEET TO THE POINT OF BEGINNING CONTAINING 8.37 ACRES MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

DESCRIPTION 22-18-200-024

PART OF THE NORTHEAST 1/4 OF SECTION 18, T. 1 N., R. 8 E., CITY OF NOV, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 18 AND PROCEEDING ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 18 S 00-15-03 E 1320 FEET TO THE POINT OF BEGINNING. THENCE S 89-31-51 E 1327.47 FEET, THENCE N 00-44-12 W 878.15 FEET, THENCE S 89-31-51 E 29.92 FEET, THENCE ALONG A CURVE TO RIGHT, RADIUS 200 FEET, CHORD BEARS S 84-07-16 E 171.64 FEET, DISTANCE OF 177.40 FEET, THENCE ALONG A CURVE TO LEFT, RADIUS 459.96 FEET, CHORD BEARS S 84-41-50 E 403.07 FEET, DISTANCE OF 417.22 FEET, THENCE N 89-19-00 E 165 FEET, THENCE S 00-41-00 E 384 FEET, THENCE N 89-19-00 E 600 FEET, THENCE S 00-41-00 E 453.48 FEET, THENCE N 89-19-17 W 302.50 FEET, THENCE S 00-41-00 E 297.40 FEET, THENCE N 89-19-17 W 133.11 FEET, THENCE S 00-41-00 E 170.08 FEET, THENCE S 89-23-05 E 435.60 FEET, THENCE S 00-41-00 E 179 FEET, THENCE N 89-23-05 W 2645.78 FEET, THENCE N 00-15-03 W 1028.05 FEET TO BEGINNING CONTAINING 68.02 ACRES MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

REVISIONS			PARCEL DESCRIPTIONS CATHOLIC CENTRAL HIGH SCHOOL NOVI, MICHIGAN	DATE	SCALE
ITEM	DATE	BY		6/25/14	HQR: 1" =
REVISED	LEGAL	9-15-14	PTG		FIELD BOOK NO.
				DESIGNED BY	JOB NO.
				SRB	06103
				DRAWN BY	SHEET NO.
				SRB	1/1

Z E I M E T W O Z N I A K
 & ASSOCIATES
 Civil Engineers & Land Surveyors
 55800 GRAND RIVER AVE, SUITE 100
 NEW HUDSON, MICHIGAN 48165
 P: (248) 437-8099 F: (248) 437-5222 www.zelmctwoznjak.com

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EXHIBIT 'B'

MAINTENANCE TASKS AND SCHEDULE

TASKS:	SCHEDULE:	BUDGET AMOUNT:
Inspect for sediment accumulation (Storm sewer and basins)	Annually	\$ 500.00
Removal of sediment accumulation	As needed*	\$ 1,000.00
Inspect for floatables and debris	Annually	\$ 250.00
Cleaning of floatables and debris	Annually	\$ 500.00
Inspection for erosion	Annually	\$ 225.00
Reestablish permanent vegetation on eroded slopes	As needed*	\$ 1,000.00
Mowing	0 to 2 times per year	\$ 750.00
Inspect structural elements during wet weather and compare to as-built plans (by a professional engineer reporting to the School)	Annually	\$ 760.00
Make adjustments or replacements as determined by inspection	As needed*	\$ 1,200.00
Total Annual Budget		\$ 6,175.00

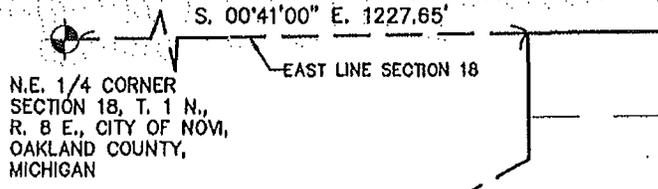
As needed means when sediment has accumulated to a depth of one foot. Total Annual Budget \$6,175.00

REVISIONS			STORMWATER BASIN MAINTENANCE CATHOLIC CENTRAL HIGH SCHOOL NOVI, MICHIGAN	DATE	SCALE
ITEM	DATE	BY		6/25/14	HOR: 1" = FIELD BOOK NO.
			Z EIMET W OZNIAK & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimelwozniak.com	DESIGNED BY	JOB NO.
				SRB	06103
				DRAWN BY	SHEET NO.
				SRB	1/1

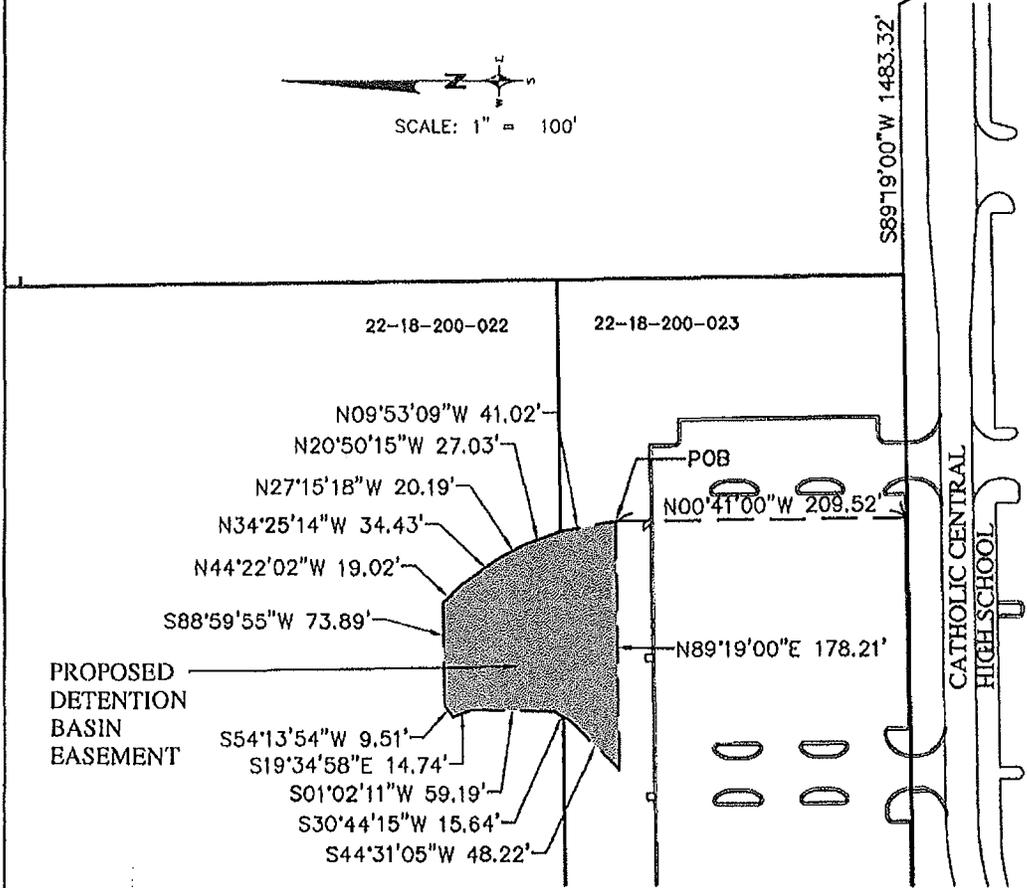
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EXHIBIT 'D'

WIXOM ROAD (VARIABLE WIDTH)



N.E. 1/4 CORNER
SECTION 18, T. 1 N.,
R. 8 E., CITY OF NOVI,
OAKLAND COUNTY,
MICHIGAN



DETENTION BASIN EASEMENT DESCRIPTION:

AN EASEMENT FOR A STORMWATER BASIN BEING IN PART OF THE NORTHEAST 1/4 OF SECTION 18, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST 1/4 CORNER OF SECTION 18 AND PROCEEDING ALONG THE EAST LINE OF SAID SECTION 18, SAID LINE ALSO BEING THE CENTERLINE OF WIXOM ROAD (VARIABLE WIDTH) S. 00°41'00" E. 1227.65 FEET; THENCE S. 89°19'00" E. 1483.32 FEET; THENCE N. 00°41'00" W. 209.52 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE N. 09°53'09" W. 41.02 FEET; THENCE N. 20°50'15" W. 27.03 FEET; THENCE N. 27°15'18" W. 20.19 FEET; THENCE N. 34°25'14" W. 34.43 FEET; THENCE N. 44°22'02" W. 19.02 FEET; THENCE S. 88°59'55" W. 73.89 FEET; THENCE S. 54°13'54" W. 9.51 FEET; THENCE S. 19°34'58" E. 14.74 FEET; THENCE S. 01°02'11" W. 59.19 FEET; THENCE S. 30°44'15" W. 15.64 FEET; THENCE S. 44°31'05" W. 48.22 FEET; THENCE N. 89°19'00" E. 178.21 FEET TO THE POINT OF BEGINNING.

REVISIONS			DATE	SCALE HOR: 1" = 100' FIELD BOOK HO.
ITEM	DATE	BY		
REVISE EASEMENT	9-15-14	PTD	6/25/14	

DETENTION BASIN EASEMENT AREA CATHOLIC CENTRAL HIGH SCHOOL NOVI, MICHIGAN		DESIGNED BY SRB	JOB NO. 08103
Z E I M E T W O Z N I A K & ASSOCIATES Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zelmetwozniak.com		DRAWN BY SRB	SHEET NO. 1/1

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