



**CITY OF NOVI CITY COUNCIL
DECEMBER 20, 2021**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from BCS Realty, LLC for Behavioral Care Solutions, located on the south side of Fourteen Mile Road between M-5 and Haggerty Road (parcel 50-22-01-200-037).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION:

The developer of Behavioral Care Solutions, BCS Realty, 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, December 8, 2021) and the City Engineering consultant (Spalding DeDecker, December 9, 2021), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from BCS Realty, LLC for Behavioral Care Solutions, located on the south side of Fourteen Mile Road between M-5 and Haggerty Road (parcel 50-22-01-200-037).

Behavioral Care Solutions SDFMEA

Location Map



Behavioral Care Solutions
50-22-01-200-037

Fourteen Mile Rd

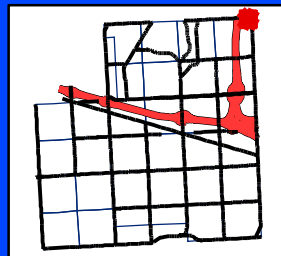
Haggerty Rd

Map Author: Victor Boron
Date: 12/09/2021
Project: Behavioral Care Solutions SDFMEA
Version: 1.0

Amended By:
Date:
Department:

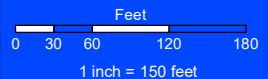
MAP INTERPRETATION NOTICE

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

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

December 8, 2021

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

**Re: Behavioral Care Solutions JSP 20-0005
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 Behavioral Care Solutions 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

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

Elizabeth Kudla Saarela

Enclosure

Jeffrey Herczeg, Director of Public Works
City of Novi
December 8, 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)
Christian Carroll, (w/Enclosure)
Madeleine Kopko, Planner (w/Enclosure)
Ben Peacock, Planning Assistant (w/Enclosure)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Kate Purpura, Project Engineer (w/Enclosures)
Victor Boron, Project Engineer (w/Enclosure)
Rebecca Runkel, Project Engineer (w/Enclosure)
Humna Anjum, Project Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosure)
Melissa Morris, Administrative Assistant (w/Enclosure)
Michael Freckelton/Taylor Reynolds/Ted Meadows, Spalding DeDecker (w/Enclosure)
Doug Bidden, Woodlake Construction – doug@woodlakeconstruction.com (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 8th day of December, 2020, by and between BCS REALTY, a Michigan LLC, whose address is 39465 W. 14 Mile Road, Novi, MI 48377 (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 1 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 Building Addition development on the Property.
- B. The Building Addition development, shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, a storm treatment structure, for the 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, 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, storm treatment structure 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 storm treatment structure the Storm Treatment Structure 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

By: Robert A. Clemente
Its: Member/Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 8th day of December, 2021,
by Robert A. Clemente, as the Member/Manager of BCS Realty.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 11/30/27

RICHARD HOLMES
Notary Public, State of Michigan
County of Oakland
My Commission Expires 11-30-2027
Acting in the County of OAKLAND

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
Rosati, Schultz, Joppich & Amtsbuechler, 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

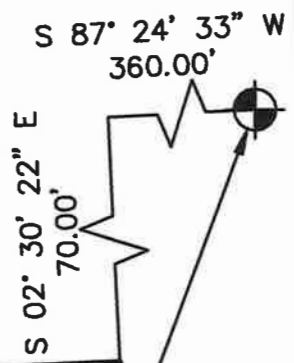
LEGAL DESCRIPTION OF PARENT PROPERTY

LEGAL DESCRIPTION: WARRANTY DEED LIBER 53148, PAGE 565

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 1,
TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND
COUNTY, MICHIGAN. DESCRIBED AS: BEGINNING AT A POINT
DISTANCE SOUTH 87 DEGREES 24 MINUTES 33 SECONDS WEST
360.00 FEET AND SOUTH 02 DEGREES 30 MINUTES 22 SECONDS
EAST 70.00 FEET FROM THE NORTHEAST SECTION CORNER;
THENCE SOUTH 02 DEGREES 30 MINUTES 22 SECONDS EAST
200.00 FEET; THENCE SOUTH 87 DEGREES 24 MINUTES 33
SECONDS WEST 200.00 FEET; THENCE NORTH 02 DEGREES 30
MINUTES 22 SECONDS WEST 200.00 FEET; THENCE NORTH 87
DEGREES 24 MINUTES 33 SECONDS EAST 200.00 FEET TO
BEGINNING.

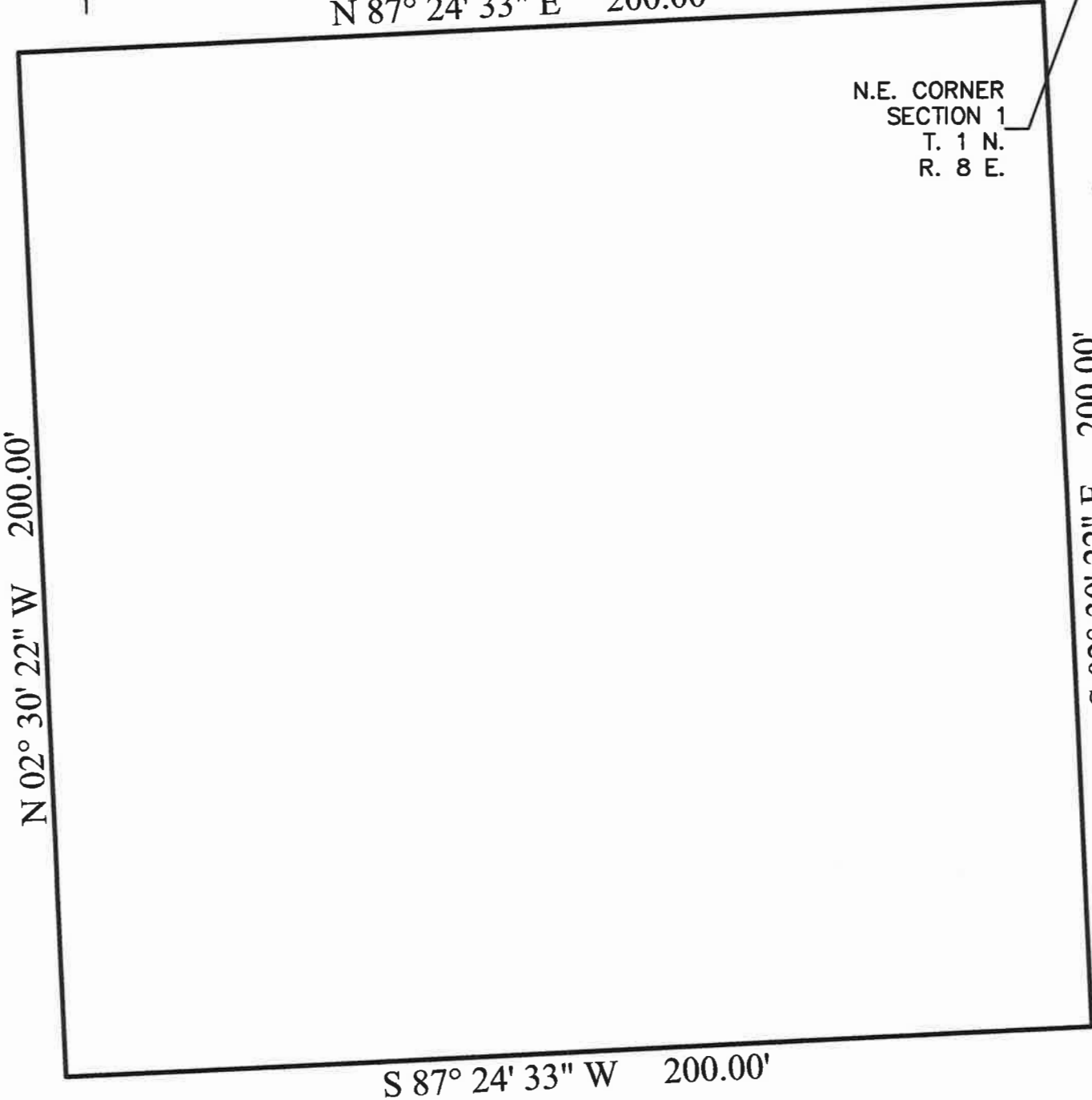
TAX ID# 22-01-200-037

W. 14 MILE ROAD
120' WIDE PUBLIC R.O.W.



N 87° 24' 33" E 200.00'

N.E. CORNER
SECTION 1
T. 1 N.
R. 8 E.



N 02° 30' 22" W 200.00'

S 02° 30' 22" E 200.00'

S 87° 24' 33" W 200.00'



Civil Engineers - Land Planning
Land Surveying

Orman Engineering, LLC
5476 Vivian Lane
Waterford, MI 48327
P: 248.682.6001
E: alex@ormanengineering.com

Client:
Behavioral Care Solutions
39465 W. 14 Mile Rd.
Novi, MI 48377
Robert A. Clemente

Scale: 1" = 30'

Project No.:
1265

Date:
07-14-2020

Drawn By:
S.D.M.

Sheet:
1 OF 1

Checked By:
A.O.

EXHIBIT B

SCHEDULE OF MAINTENANCE AND ANNUAL ESTIMATED COSTS OF FOR MAINTENANCE AND REPAIRS FOR THE FIRST 3 YEARS

**TABLE 1
STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE**

	SYSTEM COMPONENTS	Storm Collection System (Sewers, Catch Basins, Manholes)	Manufactured Treatment System	Pavement Areas	
MAINTENANCE ACTIVITIES					FREQUENCY
Monitoring/Inspection					
Inspect for Sediment Accumulation/Clogging		X	X	X	Annually, \$50 per year
Ensure Maintenance Access Remains Open/Clear		X	X	X	Annually
Preventative Maintenance					
Remove Accumulated sediments		X	X	X	As Needed (See note below) \$200 per year
Sweeping of Paved Surfaces				X	As Needed
Remedial Actions					
Structural Repairs		X	X	X	As needed
Make Adjustments/Repairs to Ensure Proper Functioning		X	X	X	As Needed

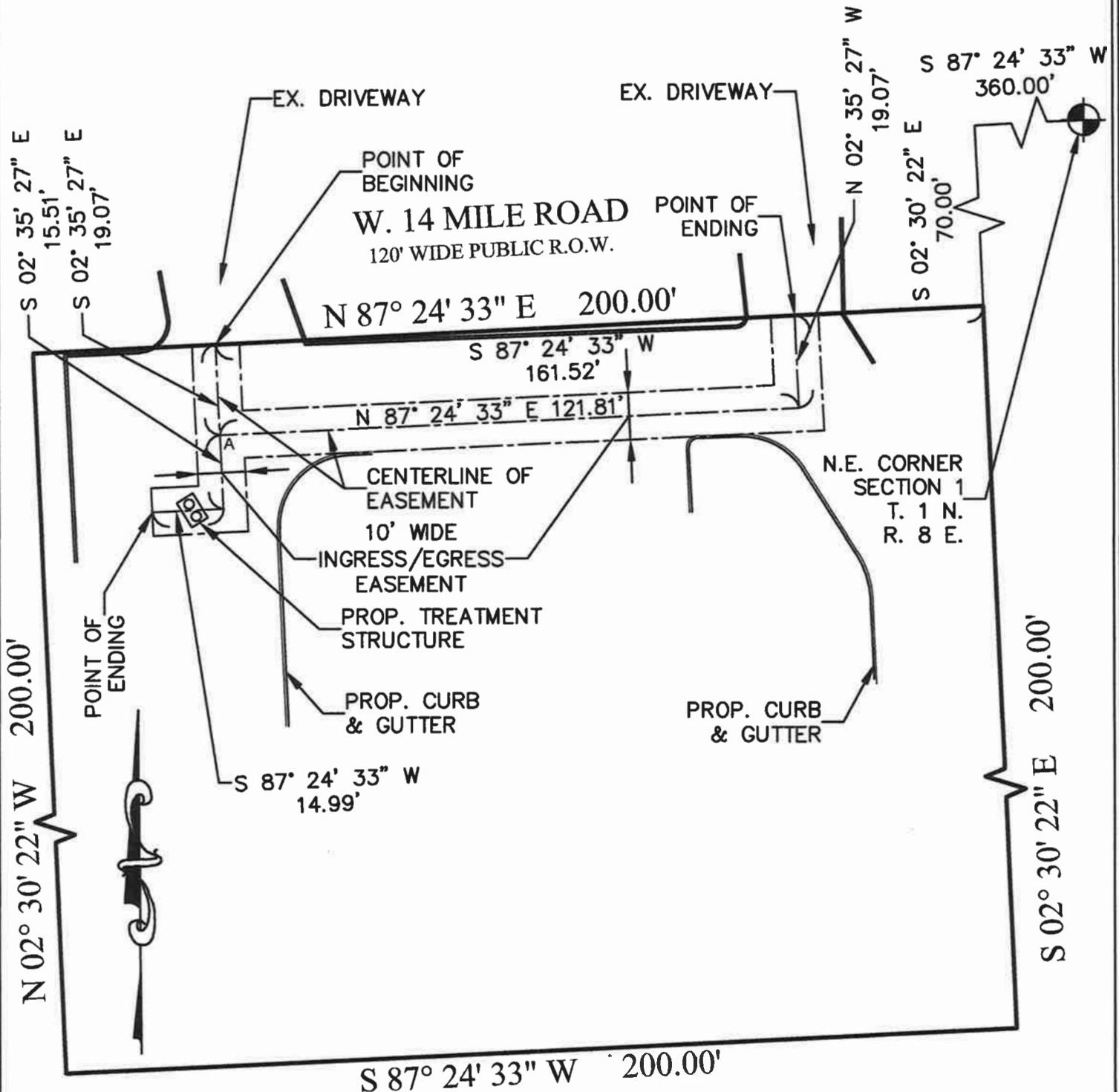
NOTE: Manufactured treatment system to be cleaned according to the manufacture's recommendations.

EXHIBIT C

INGRESS/EGRESS EASEMENT AREA FOR ACCESS TO STORM TREATMENT STRUCTURE

LEGAL DESCRIPTION OF INGRESS/EGRESS EASEMENT:

A 10 FOOT WIDE EASEMENT FOR THE PURPOSE OF INGRESS/EGRESS LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, THE CENTERLINE OF WHICH IS DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 1; THENCE SOUTH 87 DEGREES 24 MINUTES 33 SECONDS WEST, 360.00 FEET; THENCE SOUTH 02 DEGREES 30 MINUTES 22 SECONDS EAST, 70.00 FEET; THENCE SOUTH 87 DEGREES 24 MINUTES 33 SECONDS WEST, 161.52 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 35 MINUTES 27 SECONDS EAST, 19.07 FEET TO POINT "A"; THENCE SOUTH 02 DEGREES 35 MINUTES 27 SECONDS EAST, 15.51 FEET; THENCE SOUTH 87 DEGREES 24 MINUTES 33 SECONDS WEST 14.99 FEET TO THE POINT OF ENDING OF THIS LEG OF EASEMENT; THENCE COMMENCING AT POINT "A" NORTH 87 DEGREES 24 MINUTES 33 SECONDS EAST, 121.81 FEET; THENCE NORTH 02 DEGREES 35 MINUTES 27 SECONDS WEST, 19.07 FEET TO THE POINT OF ENDING OF THIS LEG OF EASEMENT.



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 Waterford, MI 48327
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 E: alex@ormanengineering.com

Client:
 Behavioral Care Solutions
 39465 W. 14 Mile Rd.
 Novi, MI 48377
 Robert A. Clemente

Project No.:
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Date:
 07-14-2020

Sheet:
 1 OF 1

Drawn By:
 S.D.M.

Checked By:
 A.O.

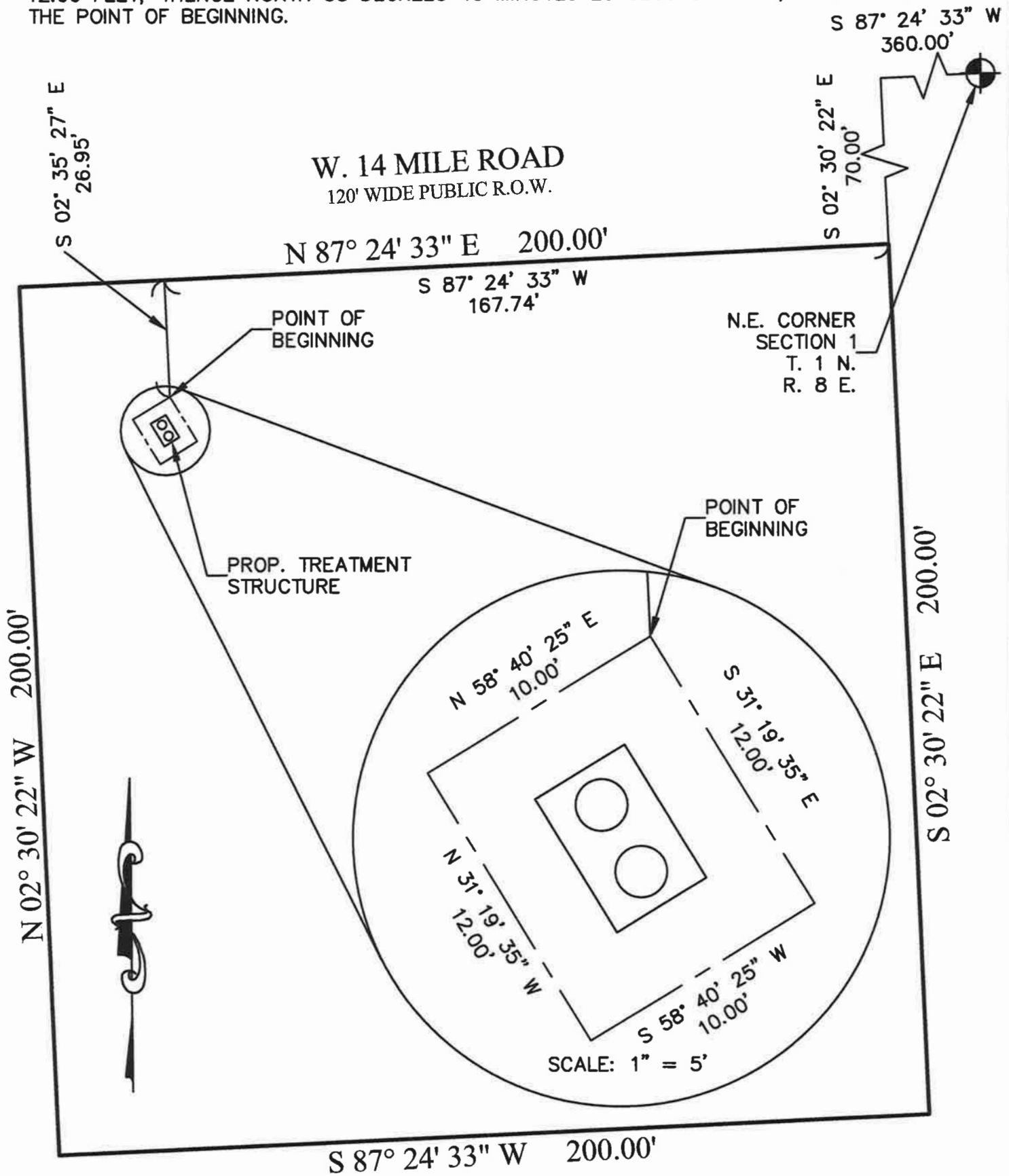
Scale: 1" = 30'

EXHIBIT D

EASEMENT AREA FOR STORM TREATMENT STRUCTURE

LEGAL DESCRIPTION OF EASEMENT AREA:

AN EASEMENT FOR THE PURPOSE OF ACCESS LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 1; THENCE SOUTH 87 DEGREES 24 MINUTES 33 SECONDS WEST, 360.00 FEET; THENCE SOUTH 02 DEGREES 30 MINUTES 22 SECONDS EAST, 70.00 FEET; THENCE SOUTH 87 DEGREES 24 MINUTES 33 SECONDS WEST, 167.74 FEET; THENCE SOUTH 02 DEGREES 35 MINUTES 27 SECONDS EAST, 26.95 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 31 DEGREES 19 MINUTES 35 SECONDS EAST, 12.00 FEET; THENCE SOUTH 58 DEGREES 40 MINUTES 25 SECONDS WEST, 10.00 FEET; THENCE NORTH 31 DEGREES 19 MINUTES 35 SECONDS WEST, 12.00 FEET; THENCE NORTH 58 DEGREES 40 MINUTES 25 SECONDS EAST, 10.00 FEET TO THE POINT OF BEGINNING.



Orman Engineering, LLC
 5476 Vivian Lane
 Waterford, MI 48327
 P: 248.682.6001
 E: alex@ormanengineering.com

Client:
 Behavioral Care Solutions
 39465 W. 14 Mile Rd.
 Novi, MI 48377
 Robert A. Clemente

Scale: 1" = 30'

Project No.: 1265	
Date: 07-14-2020	Sheet: 1 OF 1
Drawn By: S.D.M.	Checked By: A.O.

December 9, 2021

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

Re: Behavioral Care Solutions - Acceptance Documents Review
Novi # JSP20-0005
SDA Job No. NV20-212
DOCUMENTS APPROVED

Dear Mr. Herczeg:

We have reviewed the Acceptance Document Package received by our office on December 8, 2021 against the Final Site Plan (Stamping Set) approved on July 22, 2020. We offer the following comments:

Initial Acceptance Documents:

1. Storm Drainage Facility / Maintenance Easement Agreement
(executed 12/08/2021: exhibit dated 07/14/2020)
Exhibits A, B, C, & D Approved.

Final Acceptance Documents

Upon completion of construction, the above easement descriptions will be reviewed against the as-built plans. Any revisions will be required as necessary.

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 7, 2020 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, PE



Project Engineer

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