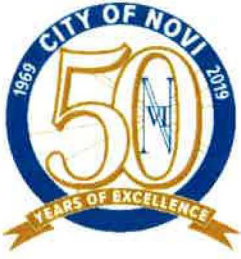


CITY of NOVI CITY COUNCIL

Agenda Item I
May 6, 2019



SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) from Feldman Automotive, for the Feldman Automotive Parking Expansion project (parcel 50-22-23-251-024).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

Feldman Automotive requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with a parking lot expansion project at the Feldman Automotive dealership on Grand River Avenue.

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 Engineering Consultant (Spalding DeDecker, May 16, 2018) and the City Attorney (Beth Saarela, April 3, 2019) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) from Feldman Automotive, for the Feldman Automotive Parking Expansion project (parcel 50-22-23-251-024).

Feldman Automotive Storm Drain Facility Maintenance Easement Agreement

Location Map



Map Author: D. Rechten
Date: 02/12/2019
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 Works
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org

Feet
0 40 80 160 240

1 inch = 208 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

April 3, 2019

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

**Re: *Feldman Automotive Parking Expansion JSP 16-0031*
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 Feldman Automotive Parking 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
April 3, 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)
Hannah Smith, Planning Assistant (w/Enclosure)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosure)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosure)
Darcy Rechten, Construction Engineer (w/Enclosure)
Rebecca Runkel, Engineering Technician (w/Enclosure)
George Melistas, Senior Engineering Manager (w/Enclosure)
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosure)
Sue Troutman, City Clerk's Office (w/Enclosure)
Marla Feldman, Marty Feldman Chevrolet, marla@feldmanauto.com (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 26th day of March, 2019, by and between Marty Feldman Chevrolet, a Michigan Corporation whose address is 42355 Grand River, 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 addition development on the Property.
- B. The parking lot addition 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.

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

OWNER

Marty Feldman Chevrolet, Inc.

[Handwritten signature]

By: Marta S. Feldman

Its: V.P. Feldman Automotive Inc.

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 26th day of March, 2019, by Marta Feldman, as the VP / owner / partner of Marty Feldman Chevrolet

[Handwritten signature]

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 4/7/23



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

COMBINED PARCEL DESCRIPTION:

COMMENCING AT THE CENTER OF SECTION 23, T1N-R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE N89°58'54"W 29.50 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 23; THENCE N00°17'15"E 999.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°17'15"E 72.13 FEET, THENCE N70°56'16"W 264.85 FEET; THENCE N00°15'38"E 176.73 FEET; THENCE S89°47'01"E 183.02 FEET; THENCE N00°13'02"E 271.77 FEET; THENCE S70°56'15"E 71.98 FEET ALONG THE SOUTHERLY LINE OF GRAND RIVER AVENUE (VARIABLE WIDTH); THENCE S00°17'15"W 10.58 FEET; THENCE S70°39'32"E 562.75 FEET ALONG THE SOUTHERLY LINE OF SAID GRAND RIVER AVENUE; THENCE S19°20'28"W 314.01 FEET; THENCE S70°39'32"E 236.44 FEET; THENCE N89°47'05"E 94.39 FEET; THENCE S00°12'02"W 273.71 FEET; THENCE N70°39'32"W 791.04 FEET TO THE POINT OF BEGINNING, CONTAINING 9.49 ACRES OF LAND, MORE OR LESS.



CLIENT: FELDMAN CHEVROLET OF NOVI		DATE: 02-22-2018
		DRAWN BY: SD
LEGAL DESCRIPTION		CHECKED BY: GLM
42355 GRAND RIVER AVE.		0
SECTION: 23	TOWNSHIP: 1N	A
	RANGE: 8E	
CITY OF NOVI OAKLAND COUNTY MICHIGAN		SCALE HOR 1"= FT. VER 1"= FT.

08-172

EXHIBIT B

MAINTENANCE TASKS AND SCHEDULE DURING CONSTRUCTION

Tasks	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlet Castings	Channels & Swales	Outflow Control Structures	Detention Basin	Schedule
Inspect for sediment accumulation	X	X	X	X	X	X	Weekly
Removal of sediment accumulation	X	X		X	X	X	As needed & prior to turnover
Inspect for floatables and debris		X	X	X	X	X	Quarterly
Cleaning of floatables and debris		X	X	X	X	X	Quarterly & at turnover
Inspection for erosion				X		X	Weekly
Re-establish permanent vegetation on eroded slopes				X		X	As needed & prior to turnover
Replacement of stone					X	X	As needed
Wet weather inspection of structural elements. (including inspection for sediment accumulation in detention basins) with as-built plans in hand. These should be carried out by a professional engineer	X			X	X	X	As needed & at turnover
Make adjustments or replacements as determined by wet weather inspection	X			X	X	X	As needed
Street Sweeping							As needed

PERMANENT MAINTENANCE TASKS AND SCHEDULE

Tasks	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlet Castings	Channels & Swales	Outflow Control Structures	Detention Basin	Schedule
Inspect for sediment accumulation	X	X	X	X	X	X	Annually
Removal of sediment accumulation	X	X		X	X	X	Every 2 years as needed
Inspect for floatables and debris		X	X	X	X	X	Annually
Cleaning of floatables and debris		X	X	X	X	X	Annually
Inspection for erosion				X		X	Annually
Re-establish permanent vegetation on eroded slopes				X		X	As needed
Replacement of stone							As needed
Wet weather inspection of structural elements. (including inspection for sediment accumulation in detention basins) with as-built plans in hand. These should be carried out by a professional engineer	X			X	X	X	Annually
Make adjustments or replacements as determined by wet weather inspection	X			X	X	X	As needed

Maintenance Plan Budget	
Annual inspection for sediment accumulation	\$100
Removal of sediment every 2 years as needed	\$500
Inspect for floatables and debris annually and as needed	\$100
Removal of floatables and debris annually and as needed	\$150
Inspect system for erosion annually and as needed	\$100
Re-establish permanent vegetation on eroded slopes as needed	\$350
Total annual budget	\$1,300

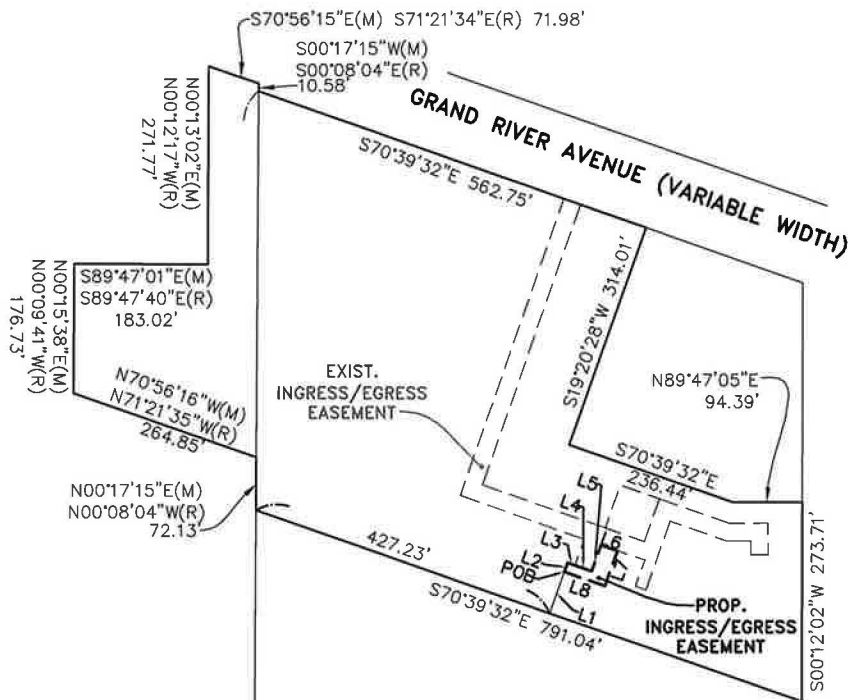
NOTE:
THE OWNER AND/OR ASSOCIATION SHALL MAINTAIN A LOG OF ALL INSPECTION AND MAINTENANCE ACTIVITIES AND MAKE THE LOG AVAILABLE TO CITY PERSONNEL AS NEEDED.



CLIENT: FELDMAN AUTOMOTIVE, INC.	DATE: 02-22-2018
	DRAWN BY: SD
STORM WATER MAINTENANCE EXHIBIT	CHECKED BY: TG
	NOT TO SCALE
42355 GRAND RIVER AVE.	FBK: 1
SECTION: 23 TOWNSHIP: 1N RANGE: 8E	CHF: 1
CITY OF NOVI	
OAKLAND COUNTY	
MICHIGAN	SCALE HOR 1" = FT. VER 1" = FT.

08-172

EXHIBIT C

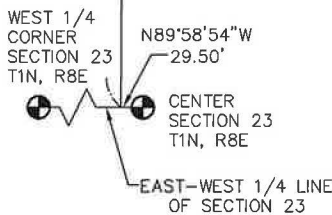


LINE SCHEDULE:

LINE	BEARING	LENGTH
L1	N19°20'28"E	60.67'
L2	N19°20'28"E	13.32'
L3	S70°39'32"E	10.53'
L4	S70°39'32"E	24.00'
L5	N19°20'28"E	38.00'
L6	S70°39'32"E	23.81'
L7	S19°20'28"W	51.32'
L8	N70°39'32"W	58.34'

DESCRIPTION:

INGRESS AND EGRESS EASEMENT COMMENCING AT THE CENTER OF SECTION 23, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE N89°58'54"W 29.50 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 23; THENCE N00°17'15"E 999.47 FEET; THENCE S70°39'32"E 427.23; THENCE N19°20'28"E 60.67 FEET TO THE POINT OF BEGINNING; THENCE N19°20'28"E 13.32 FEET; THENCE S70°39'32"E 10.53; THENCE S70°39'32"E 24.00 FEET; THENCE N19°20'28"E 38.00 FEET; THENCE S70°39'32"E 23.81 FEET; THENCE S19°20'28"W 51.32 FEET; THENCE N70°39'32"W 58.34 FEET TO THE POINT OF BEGINNING.



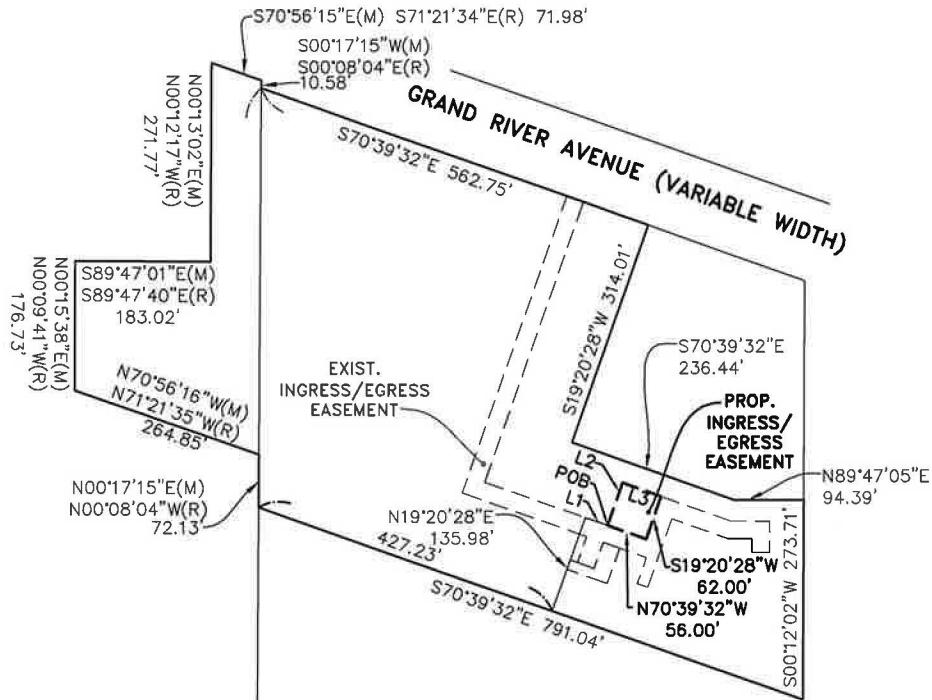
ALPINE
ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS

46892 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377
(248) 926-3701 (BUS)
(248) 926-3765 (FAX)

CLIENT:	DATE: 02-22-2018
FELDMAN CHEVROLET OF NOVI	DRAWN BY: SD
INGRESS/EGRESS EASEMENT #1	CHECKED BY: GLM
42355 GRAND RIVER AVE.	0 100 200
SECTION: 23 TOWNSHIP: 1 N RANGE: 8 E	FBK: 216
CITY OF NOVI	1A
OAKLAND COUNTY	CHF: BAJ
MICHIGAN	SCALE HOR 1"=200 FT. VER 1"= FT.

08-172

EXHIBIT C

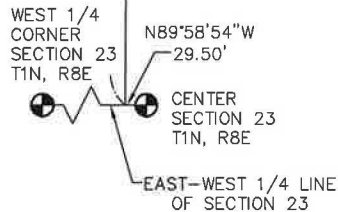


LINE SCHEDULE:

LINE	BEARING	LENGTH
L1	S70°39'32"E	32.34'
L2	N19°20'28"E	62.00'
L3	S70°39'32"E	56.00'

DESCRIPTION:

INGRESS AND EGRESS EASEMENT:
 COMMENCING AT THE CENTER OF SECTION 23, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE N89°58'54"W 29.50 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 23; THENCE N00°17'15"E 999.47 FEET; THENCE S70°39'32"E 427.23 FEET; THENCE N19°20'28"E 135.98 FEET; THENCE S70°39'32"E 32.34 FEET TO THE POINT OF BEGINNING; THENCE N19°20'28"E 62.00 FEET; THENCE S70°39'32"E 56.00 FEET; THENCE S19°20'28"W 62.00 FEET; THENCE N70°39'32"W 56.00 FEET TO THE POINT OF BEGINNING.



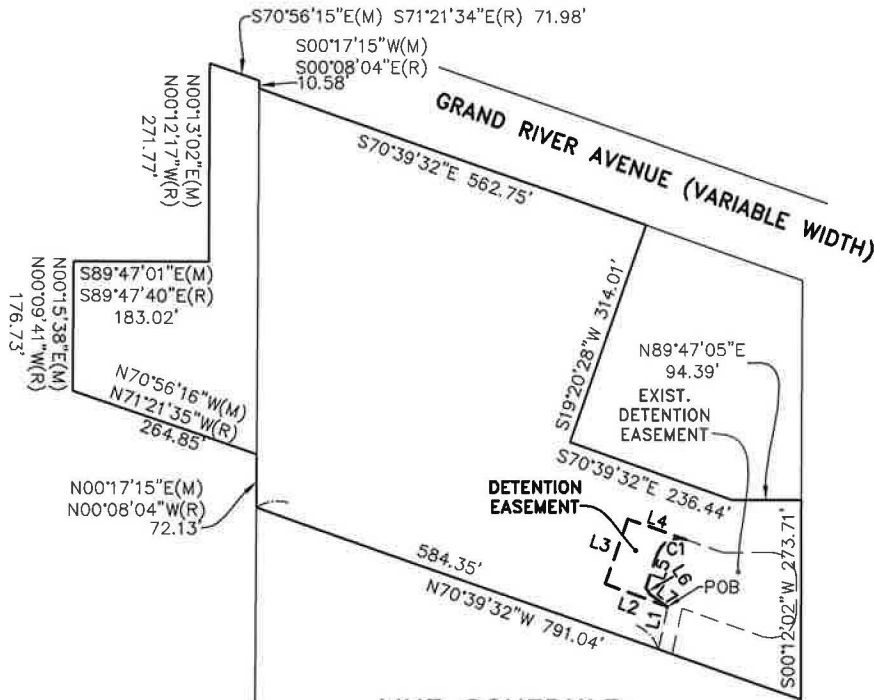
ALPINE
 ENGINEERING, INC.
 CIVIL ENGINEERS & LAND SURVEYORS

46892 WEST ROAD
 SUITE 109
 NOVI, MICHIGAN 48377
 (248) 926-3701 (BUS)
 (248) 926-3765 (FAX)

CLIENT:	DATE: 02-22-2018
FELDMAN CHEVROLET OF NOVI	DRAWN BY: SD
INGRESS/EGRESS EASEMENT #2	CHECKED BY: GLM
42355 GRAND RIVER AVE.	0 100 200
SECTION: 23 TOWNSHIP: 1 N RANGE: 8 E	FBK: 216
CITY OF NOVI	1B
OAKLAND COUNTY	CHF: BAJ
MICHIGAN	SCALE HOR 1"=200 FT. VER 1"= FT.

08-172

EXHIBIT D

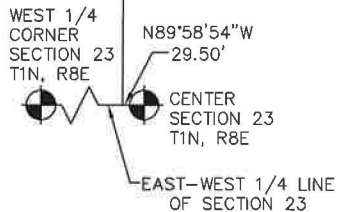


LINE SCHEDULE:

LINE	BEARING	LENGTH
L1	N12°14'58"E	59.72'
L2	N69°46'38"W	91.41'
L3	N19°20'28"E	94.32'
L4	S70°39'32"E	85.00'
L5	S19°20'28"W	50.00'
L6	S30°53'03"E	9.94'
L7	S54°57'54"E	30.91'

CURVE SCHEDULE:

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	48.69'	31.00'	90°00'00"	S64°20'28"W	43.84'



DESCRIPTION:

DETENTION EASEMENT:
 COMMENCING AT THE CENTER OF SECTION 23, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE N89°58'54"W 29.50 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 23; THENCE N00°17'15"E 999.47 FEET; THENCE S70°39'32"E 584.35 FEET; THENCE N12°14'58"E 59.72 FEET TO THE POINT OF BEGINNING; THENCE N69°46'38"W 91.41 FEET; THENCE N19°20'28"E 94.32 FEET; THENCE S70°39'32"E 85.00 FEET; THENCE 48.69 FEET ALONG THE ARC OF A 31.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S64°20'28"W 43.84 FEET; THENCE S19°20'28"W 50.00 FEET; THENCE S30°53'03"E 9.94 FEET; THENCE S54°57'54"E 30.91 FEET TO THE POINT OF BEGINNING.

ALPINE
 ENGINEERING, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 46892 WEST ROAD
 SUITE 109
 NOVI, MICHIGAN 48377
 (248) 926-3701 (BUS)
 (248) 926-3765 (FAX)

CLIENT:	DATE: 02-22-2018
FELDMAN AUTOMOTIVE, INC.	DRAWN BY: SD
DETENTION EASEMENT	CHECKED BY: GLM
42355 GRAND RIVER AVE.	0 100 200
SECTION: 23 TOWNSHIP: 1 N RANGE: 8 E	FBK: 216
CITY OF NOVI	1
OAKLAND COUNTY	CHF: BAJ
MICHIGAN	SCALE HOR 1" = 200 FT. VER 1" = FT.

08-172.4

May 16, 2018

Theresa Bridges, Construction Engineer
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Feldman Automotive Parking Expansion - Acceptance Documents Review
Novi # JSP16-0031
SDA Job No. NV18-207
DOCUMENTS APPROVED

Dear Ms. Bridges:

We have reviewed the Acceptance Document Package received by our office on March 1, 2018 against the Final Site Plan (Stamping Set) approved on March 23, 2018. We offer the following comments:

Initial Acceptance Documents:

1. **Storm Drainage Facility / Maintenance Easement Agreement** – (unexecuted: Exhibits dated 2/22/18) – 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 November 16, 2017 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
Darcy Rehtien, City Construction Engineer
Beth Saarela, Johnson Rosati, Schultz, Joppich PC