



CITY OF NOVI CITY COUNCIL
JULY 28, 2025

SUBJECT: Approval of (1) a Resolution Concerning the Acquisition of Property and Approving Declaration of Necessity and Taking and, (2) a Declaration of Taking for easements with fair market value in the amount of \$6,087.43 for a water main easement on parcel 50-22-32-400-010 for the construction of water main on the west side of Beck Road, north of 8 Mile Road.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- Water main easements are needed for properties that do not have sufficient right-of-way to fit the water main.

FINANCIAL IMPACT

	FY 2025/26
EXPENDITURE REQUIRED	\$ 6,087.43
BUDGET	
Water & Sewer Fund 592-536.00-976.214	\$ 6,822,356.00 (estimated FY 2024-25 Budget Rollover)
APPROPRIATION REQUIRED	\$ 0
FUND BALANCE IMPACT	\$ 0

BACKGROUND INFORMATION:

City staff is working with engineering consultant, OHM, on the design of a Southwest Water Main Loop project. The project will provide a looped water main connection between 8 Mile Rd, Napier Rd, 10 Mile Rd and Beck Rd, which will improve water pressure and fire protection in the Intermediate pressure district.

Permanent water main easements are required for construction of the water main on Beck Rd and Napier Rd. To formalize the valuation of the permanent water main easement needed at 21287 Beck Rd (parcel 50-22-32-400-010), staff have worked with the City Attorney to prepare a Resolution Concerning the Acquisition of Property and Approving Declaration of Necessity and Taking. A Declaration of Taking would allow the City to begin proceedings to acquire the easement through eminent domain if the City is unable to acquire the easement. Construction of the water main is expected to begin in winter 2026.

RECOMMENDED ACTION: Approval of (1) a Resolution Concerning the Acquisition of Property and Approving Declaration of Necessity and Taking, and (2) Declaration of Taking for easements with fair market value in the amount of \$6,087.43 for a water main easement on parcel 50-22-32-400-010 for the construction of water main on the west side of Beck Road, north of 8 Mile Road.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

**RESOLUTION CONCERNING THE ACQUISITION OF PROPERTY AND APPROVING
DECLARATION OF NECESSITY AND TAKING**

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall in said City on July 28, 2025, at 7 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS, present conditions in the City of Novi, Oakland County, Michigan, necessitate to construct a water main along the west side of Beck Road north of Eight Mile Road. The water main is proposed to be 14-inch HDPE and will cross the frontage of 21287 Beck Road, in the City of Novi, Oakland County, State of Michigan, to-wit:

PARCEL DESCRIPTION (50-22-32-400-010)

Parcel of land situated in the SE 1/4 of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Commencing at the SE corner of said Section 32; thence North 1155.00 feet to the Point of Beginning; thence S 89°25'00" W 677.64 feet; thence North 165.00 feet; thence N 89°25'00" E 677.64 feet; thence South 165.00 feet to the Point of Beginning. Except the East 33 feet taken for Beck Road. Subject to all easements and restriction of record, if any.

WATER MAIN EASEMENT

A 20 feet water main easement being a part of the SE 1/4 of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Commencing at the SE corner of said Section 32; thence North 1155.00 feet; thence S 89°25'00" W 33.00 feet to the Point of Beginning; thence continuing S 89°25'00" W 20.00 feet along the South line of said parcel; thence North 165.00 feet; thence N 89°25'00" E 20.00 feet along the North line of said parcel; thence South 165.00 feet along the West right of way line of Beck Road to the Point of Beginning.

Contains 3,300 square feet or 0.076 acres of land, more or less. Subject to all easements and restrictions of record, if any.

WHEREAS, plans for the Improvements are on file with the City Clerk's Office;

WHEREAS, it has been determined that said improvements are necessary for the use and benefit of the public; and

WHEREAS, in order to construct said improvements, it is necessary that the City acquire a permanent Water Main Easement over the above-described real estate.

WHEREAS, the City has caused a valuation of the subject property to be prepared;

WHEREAS, value of the easements over the subject property is Six Thousand and Eighty-Seven and 43/100 of (\$6,087.43).

WHEREAS, the City has determined that it is in the best interests of the City to offer to purchase the easement over the subject property from the owner of such property, and to take such other actions as are deemed necessary to acquire the subject property for the purposes of constructing the improvements;

NOW, THEREFORE, BE IT RESOLVED, by the authority vested in the City of Novi by law, that it is hereby declared and determined that it is necessary to construct or upgrade a water main along the west side of Beck Road north of Eight Mile along the frontage of 21287 Beck Road on, over, upon, and through the above-described property within the City of Novi in accordance with the plans prepared by the City, and that said improvements are necessary for the use and benefit of the public; and

BE IT FURTHER RESOLVED, that the Mayor of the City is hereby authorized to execute, on behalf of the City, a good faith Offer to Purchase, a copy of which is attached hereto as Exhibit A, calling for the payment of Six Thousand and Eighty-Seven and 43/100 of (\$6,087.43) for a permanent Water Main Easement over the subject property. The above amounts have been estimated as just compensation for the acquisition of the property, based upon a valuation of the property and the desire to complete the sale short of litigation.

BE IT FURTHER RESOLVED, that after the execution of the good faith Offer to Purchase by the Mayor, the good faith Offer to Purchase shall be submitted to the owners of the property;

BE IT FURTHER RESOLVED, that in the event the Sellers fail to accept the good faith Offer to Purchase within fourteen (14) days of the date of delivery, the City Manager is hereby authorized to execute the Declaration of Taking, which is attached hereto;

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, the Mayor, City Clerk, and City Attorney are authorized to take all actions required to obtain a permanent Sidewalk Easement over the subject property by eminent domain.

BE IT FURTHER RESOLVED, that in the event the offer is not accepted as set forth above, and the Declaration is executed, the City finance officer is authorized and directed to place an amount equal to the amount contained in the good faith offer that was made to the property owners Six Thousand and Eighty-Seven and 43/100 of (\$6,087.43) into a separate account and to hold such money on deposit as the estimated amount of just compensation to be paid in connection with the eminent domain proceedings.

BE IT FURTHER RESOLVED, that all resolutions and part of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

AYES:

NAYES:

RESOLUTION DECLARED ADOPTED.

Cortney Hanson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this 28th day of July, 2025, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Cortney Hanson, City Clerk
City of Novi

21287 Beck Road

Water Main Easement Approximate Location



Map Author: Runkel
Date: 4-24-25
Version #: 1.0

Legend

- Sanitary Manhole
- 10"
- Right of Way - Novi Edits

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



0 5 10 20 30
Feet
1 inch = 30 feet

DECLARATION OF TAKING

A Resolution of Necessity having been adopted by the City of Novi setting forth that present conditions necessitate the City to construct a water main along the west side of Beck Road north of Eight Mile Road. The water main is proposed to be 14-inch HDPE and will cross the frontage of 21287 Beck Road, Parcel No. 50-22-32-400-010 (the "Improvements"), in the City of Novi, Oakland County, Michigan, in the interest of the public health, safety, and welfare, and that it is necessary to acquire a permanent Water System Easement over the property within the City of Novi for said Improvements, and that a good faith written offer to purchase said property will be made.

NOW, THEREFORE, by virtue of the authority vested in the City of Novi, by Act 279 of the Public Acts of 1909, as amended, and/or Act 149 of the Public Acts of 1911, as amended, or other applicable statutes, and in accordance with the provisions of Act 87 of Public Acts of 1980, as amended, it is now declared and determined that the easement property hereinafter described shall be taken for the purpose of constructing a water main, in accordance with prepared plans showing said Improvements which are on file with the City Clerk's Office.

A statement of the estate of interest in the property being taken; a description of the property to be acquired, sufficient for its identification; the name of each known owner of said property; the name of each known person, other than the owner, having an interest in said property; a statement of the sum of money estimated by the City of Novi as just compensation for the property being acquired; and a statement whether the City of Novi reserves or waives its

rights to bring federal or state cost recovery actions against the present owner of the property are as follows:

1. Statement of the Estate of Interest Being Taken and Description of the Property.

PARCEL DESCRIPTION (50-22-32-400-010)

Parcel of land situated in the SE 1/4 of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the SE corner of said Section 32; thence North 1155.00 feet to the Point of Beginning; thence S 89°25'00" W 677.64 feet; thence North 165.00 feet; thence N 89°25'00" E 677.64 feet; thence South 165.00 feet to the Point of Beginning. Except the East 33 feet taken for Beck Road. Subject to all easements and restriction of record, if any.

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Subject to all easements and restrictions of record, if any.

2. Names of Property Owner: Daniel Chemotti and Kathleen Chemotti, his wife
3. Names of each person, other than the Owners, having a potential interest in the property: City of Novi
4. Value of Easements based on Valuation of the Property from assessing records:

Permanent Sidewalk Easement: \$6,087.43
5. The City of Novi reserves it rights to bring Federal or State cost recovery actions against the present owner of the property.

CITY OF NOVI

BY: _____
Victor Cardenas
City Manager

Dated: _____, 2025

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Declaration of Taking was acknowledged before me this ____ day of _____, 2025, by Victor Cardenas, as the City Manager, on behalf of the City of Novi.

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

Prepared by and when recorded return to:
Elizabeth K. Saarela (P 60265)
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331
Phone: (248) 489-4100
Tax Identification No: 22-32-400-010

AGREEMENT OF SALE
OFFER TO PURCHASE REAL PROPERTY

1. The City of Novi, a Michigan municipal corporation (hereinafter "City"), hereby offers and agrees to purchase easements over real property within the City of Novi, described as:

PARCEL DESCRIPTION (50-22-32-400-010)

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Subject to all easements and restrictions of record, if any.

and to pay therefore the sum of Six Thousand and Eighty-Seven and 43/100 (\$6.087.43), subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

(i) Delivery of a permanent Water Main Easement

2. Upon Seller's acceptance of this Offer to Purchase, as evidence of title, the City agrees to obtain a commitment for the title insurance with policy pursuant thereto to be issued insuring the City. The City will pay the cost of the title insurance policy premium.

3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the City agrees to complete the sale within fifteen (15) days after the receipt of the commitment for title insurance.

4. If objection to the title is made, based on a written opinion of the City Attorney that the title is not in the condition required for the performance hereunder, the Sellers shall have thirty (30) days from the date they are notified in writing of the particular defects claimed, to fulfill the requirements in the commitment for title insurance or to remedy the title defects set forth in the City Attorney's opinion. If the Seller is able to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised commitment or endorsement to commitment, the City agrees to complete the sale within twenty (20) days of receipt thereof. If the Seller is unable to furnish satisfactory title within the time specified, the City will commence condemnation proceedings to acquire the Property.

5. The Seller shall deliver and the City shall accept possession of said Property upon the date of closing.

6. It is understood that the Property is being acquired in connection with the construction of a water main along the west side of Beck Road north of Eight Mile Road.

The water main is proposed to be 14-inch HDPE and will cross the frontage of 21287 Beck Road, Parcel No. 50-22-32-400-010 (the "Improvements").

7. The City shall pay the cost of recording the Warranty Deed and the cost of all Michigan Real Estate Transfer Tax.

8. The City reserves its right to bring Federal or State cost recovery actions against the present owners of the Property arising out of a release of hazardous substances at the Property.

9. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors, and assigns of the respective parties.

10. If this Offer to Purchase is not accepted by Seller within Fourteen (14) days from the date of its mailing to Seller, this Offer to Purchase shall be considered withdrawn and of no further force and effect.

11. This Offer to Purchase may be executed in one or more counterparts as one Agreement and shall be binding upon the City and the hereafter named Seller when executed by the City of Novi and all of the hereafter named Seller.

The closing of this sale shall take place at the City of Novi offices located at 45175 Ten Mile Road, Novi, Michigan.

PURCHASER:

CITY OF NOVI, a Michigan
municipal corporation

By: JUSTIN FISCHER
Its: Mayor

By: CORTNEY HANSON
Its: City Clerk

Dated: _____, 2025

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Declaration of Taking was acknowledged before me this ____ day of _____, 2025, by Justin Fischer, Mayor and Cortney Hanson, Clerk, on behalf of the City of Novi.

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

To the Above Named Purchaser:

The foregoing offer is hereby accepted and the Seller agrees to sell the Property upon the terms stated:

By the execution of this instrument, the Seller acknowledges the receipt of a copy of this Agreement.

By: Daniel Chemotti

By: Kathleen Chemotti

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Declaration of Taking was acknowledged before me this ____ day of _____, 2025, by Daniel Chemotti and Kathleen Chemotti, husband and wife.

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

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The Purchaser hereby acknowledges receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

CITY OF NOVI, a Michigan
municipal corporation, Purchaser

BY: _____

Its: _____

Dated: _____, 2025