



CITY of NOVI CITY COUNCIL

**Agenda Item M
December 21, 2015**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Mirage Development, LLC, for Orchard Hills North located south of Ten Mile Road and west of Meadowbrook Road.

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

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The developer for Orchard Hills North, Mirage Development, LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the new residential development project, located south of Ten Mile Road and west of Meadowbrook Road.

The Storm Drainage Facility Maintenance Easement Agreement is a requirement of the Storm Water Management Ordinance and details the responsibilities of the eventual property owner (Homeowners Association) 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 sedimentation basin and is providing an access easement to the basin and associated outlet control structures. 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 letter, attached) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Mirage Development, LLC., for Orchard Hills North located south of Ten Mile Road and west of Meadowbrook Road.

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

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

Orchard Hills North

Location Map



Orchard Hills North

Ten Mile Rd

Woodglen Dr

Quince Dr

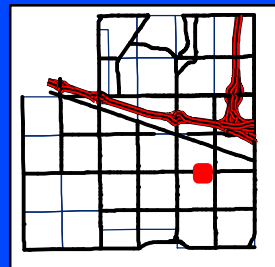
Tamara Dr

Map Author: A. Wayne
Date: December 8, 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 30 60 120 180

1 inch = 150 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@jrslaw.com

www.johnsonrosati.com

January 21, 2015

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

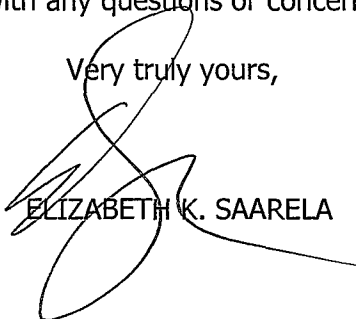
**Re: Orchard Hills North, JSP14-0001
Storm Drainage Facility Maintenance Easement Agreement**

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 Orchard Hills North Site Condominium Development. The Agreement is in the City's standard format and has been executed by the Developer. The City's Consulting Engineer has approved the Storm Drainage Facility Maintenance Easement Agreement exhibits. The Agreement is 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,



ELIZABETH K. SAARELA

EKS
Enclosures

Rob Hayes, Public Services Director
January 21, 2015
Page 2

C: Maryanne Cornelius, Clerk (w/Original 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, Taylor Reynolds and Ted Meadows, Spalding DeDecker (w/Enclosures)
Mark Paulson, Mirage Development (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)



March 17, 2015

Mr. Adam M. Wayne
Construction Engineer
Department of Public Services
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Orchard Hills North
Storm Water Detention System Inspection**
Novi SP No.: JSP14-0001
SDA Job No.: NV14-219

Dear Mr. Wayne:

This letter serves to officially notify you that we have reviewed the status of the storm water detention systems including storm sewer piping, detention basin(s) and outlet control structure(s) for the above mentioned project. As a result of this review, we have determined the storm water detention system to be in general conformance with the approved construction plans and recommend a full release of this financial guarantee.

If you have any questions, please do not hesitate to contact us at our office.

Sincerely,

SPALDING DeDECKER ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Ted Meadows".

Ted Meadows
Project Manager

cc: Aaron Staup, City of Novi – Construction Engineering Coordinator (e-mail)
Sarah Marchioni, City of Novi – Building Department Clerk (e-mail)
Sheila Weber, City of Novi – Bond Coordinator (e-mail)
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)
Joe Shelton, City of Novi – Fire Marshall (e-mail)
Claudio Rossi, Mirage Development (e-mail)
SDA CE Job File

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 21st day of MAV, 2014, by and between Mirage Development, L.L.C., a Michigan Limited Liability Company, whose address is 45380 W. Ten Mile Road, Novi, MI 48375 (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 26 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 Site Condominium development on the Property.

B. The Site Condominium 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 shall be 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.

WARNER, CANTRELL & PADMOS, INC.

CIVIL ENGINEERS & LAND SURVEYORS

27300 Haggerty Road, Suite F2

Farmington Hills, MI 48331

Phone: (248) 848-1666

Fax: (248) 848-9896

EXHIBIT "A"

PROPOSED ORCHARD HILLS NORTH

PART OF THE NORTHEAST 1/4 OF SECTION 26, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 26, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; THENCE ALONG THE NORTH LINE OF SAID SECTION 26 ALSO BEING THE CENTERLINE OF TEN MILE ROAD (93' WIDE), N.90°00'00"W, 1330.58' TO THE POINT OF BEGINNING, THENCE IN PART ALONG THE WESTERLY LINE OF "ORCHARD HILLS" SUBDIVISION, AS RECORDED IN LIBER 86, OF PLATS, PAGE 40, OAKLAND COUNTY RECORDS, S.00°00'00"E., 350.00'; THENCE N.90°00'00"W., 135.00'; THENCE S.00°00'00"E., 115.00'; THENCE N.90°00'00"W., 751.00'; THENCE, N.00°00'00"E., TO THE SAID NORTH LINE OF SECTION 26 ALSO BEING THE CENTERLINE OF TEN MILE ROAD (93' WIDE), 465.00'; THENCE ALONG THE SAID NORTH LINE OF SECTION 26 AND SAID CENTERLINE OF TEN MILE ROAD, N.90°00'00"E., 886.00' TO THE POINT OF BEGINNING CONTAINING 9.10 ACRES AND BEING SUBJECT TO THE RIGHTS OF THE PUBLIC IN THE NORTHERLY 33.00' (TEN MILE ROAD) AND ALL EASEMENTS AND RESTRICTONS OF RECORD.

EXHIBIT B - STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN

A. Physical Limits of the Storm Water Management System

The storm water management system (SWMS) subject to this long-term maintenance plan (Plan) is depicted on Exhibit B and includes without limitation the storm sewers, catch basins, manholes, inlets, swales, buffer strip, forebay, retention basin, outlet control structure and outlet pipe that conveys flow from the retention basin to an existing pond located on the Property described on Exhibit A. For the purposes of this plan, this storm water management system (SWMS) and all of its components as shown in Exhibit B is referred to as "Orchard Hills North Condominium SWMS."

B. Time Frame for Long-Term Maintenance Responsibility

Mirage Development, L.L.C. is responsible for maintaining the Orchard Hills North SWMS, including complying with applicable requirements of the local or Oakland County soil erosion and sedimentation control program. Long-term maintenance continues in perpetuity, or until such time that all maintenance responsibilities have been assigned to the Orchard Hills North Homeowners Association.

C. Long-Term Maintenance Plan and Schedule

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance and remedial actions). While performing maintenance, chemicals should not be applied to the forebay, detention basin, buffer strip, or watercourses. Table 1 also identifies site-specific work needed to ensure that the storm water management system functions properly as designed. The Owner and/or Association shall maintain a log of all inspection for the first three years of operation. The estimated budget for the first three years as outlined below in Table 1 is \$5,000.00 per annum, for a total amount of \$15,000.00 for the three year durational period.

TABLE 1								
STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE								
MAINTENANCE ACTIVITIES	SYSTEM COMPONENTS	Storm Collection System (Inlets, Catch Basins, Manholes, Swales, Sewers)	Inlets to Forebay & Detention Basin	Forebay & Detention Basin	Outlet Control Structures & Outlet Pipes	Buffer Strip	Spillways, Ripraps Pavement Areas, Others	FREQUENCY
Monitoring/Inspection								
Inspect for Sediment Accumulation**/Clogging of Stone Filter	X	X	X	X	X			Annually
Inspect For Floatables, Dead Vegetation & Debris	X	X	X	X	X	X		Annually & After Major Events
Inspect For Erosion And Integrity of Banks & Berns	X	X	X	X	X	X	X	Annually & After Major Events
Monitor Plantings/Vegetation				X		X		2 Times per Year
Inspect All Components During Wet Weather & Compare to As-Built Plans	X	X	X	X	X	X	X	Annually
Ensure Maintenance Access Remain Open/Clear	X	X	X	X	X	X	X	Annually
Preventative Maintenance								
Mowing				X		X		As Needed, select areas only*
Remove Accumulated sediments	X	X	X	X	X			As needed**
Remove Floatables, Debris, Invasive & Dead Vegetation	X	X	X	X	X	X		As Needed
Replace or Wash & Reuse risers stone filters				X				Every 3 years, or as needed***
Sweeping of Paved Surfaces, Others							X	As Needed
Remedial Actions								
Repair/Stabilize Areas of Erosion	X			X		X	X	As Needed
Replace Dead Plantings and Trees, Reseed Bare Areas				X		X		As needed
Structural Repairs	X	X	X	X	X	X		As Needed
Make Adjustments/Repairs to Ensure Proper Functioning	X	X	X	X	X	X	X	As Needed

NOTES: *Not to exceed the length allowed by local community ordinance. **Forebay & Detention Basin to be cleaned whenever sediments accumulate to a depth of 6-12 inches, or if sediment resuspension is observed. *** Replace stones if they cannot be adequately cleaned.

FOR MIRAGE DEVELOPMENT, L.L.C.:
45380 W. 10 MILE RD., STE. 135
NOVI, MI 48375

JOB # 20030612
DATE: May 15, 2014

WARNER, CANTRELL & PADMOS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
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(248) 848-1666

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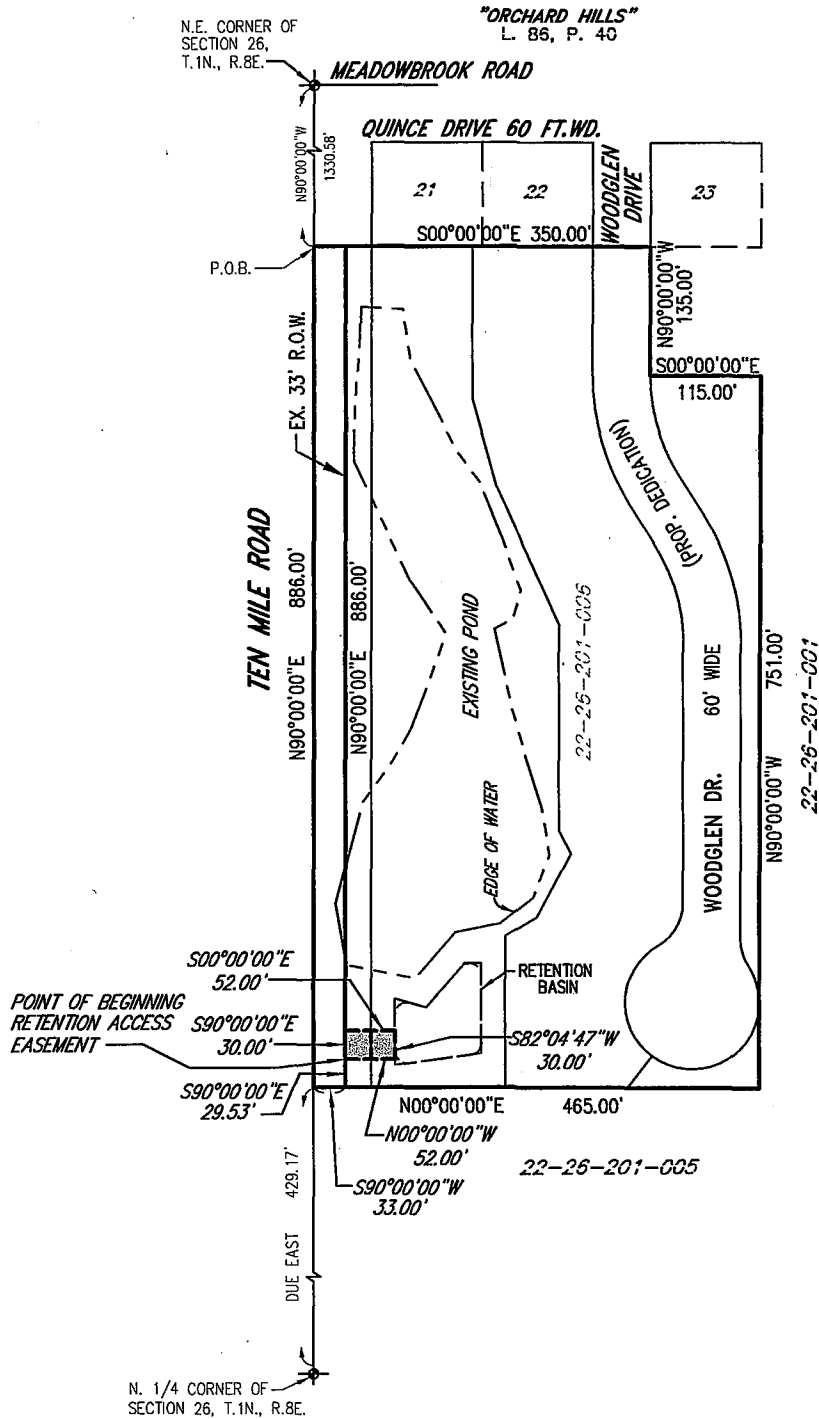
Fax: (248) 848-9896

EXHIBIT "C"

**RETENTION SYSTEM ACCESS EASEMENT
PROPOSED ORCHARD HILLS NORTH**

AN ACCESS EASEMENT FOR THE RETENTION SYSTEM, OVER PART OF THE NORTHEAST 1/4 OF SECTION 26, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 26 AND PROCEEDING THENCE ALONG THE NORTH LINE OF SAID SECTION 26, ALSO BEING THE CENTERLINE OF TEN MILE ROAD, DUE EAST 429.17'; THENCE S.90°00'00"W., 33.00'; THENCE S.90°00'00"E. 29.53' TO THE POINT OF BEGINNING OF THE ACCESS EASEMENT, THENCE CONTINUING S.90°00'00"E., 30.00'; THENCE S.00°00'00"E., 52.00'; THENCE S.82°04'47"W., 30.00'; THENCE N.00°00'00"W., 52.00' TO THE POINT OF BEGINNING.



RETENTION ACCESS EASEMENT

PART OF THE N.E. 1/4 OF SECTION 26,
T.1N., R.8E., CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

EXHIBIT "C"

SCALE: 1" = 200'

FOR MIRAGE DEVELOPMENT, L.L.C.:
45380 W. 10 MILE RD., STE. 135
NOVI, MI 48375

JOB # 20030612

WARNER, CANTRELL & PADMOS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
27300 Haggerty Road, Suite F2
Farmington Hills, MI 48331
(248) 848-1666

DATE: May 15, 2014

WARNER, CANTRELL & PADMOS, INC.

CIVIL ENGINEERS & LAND SURVEYORS

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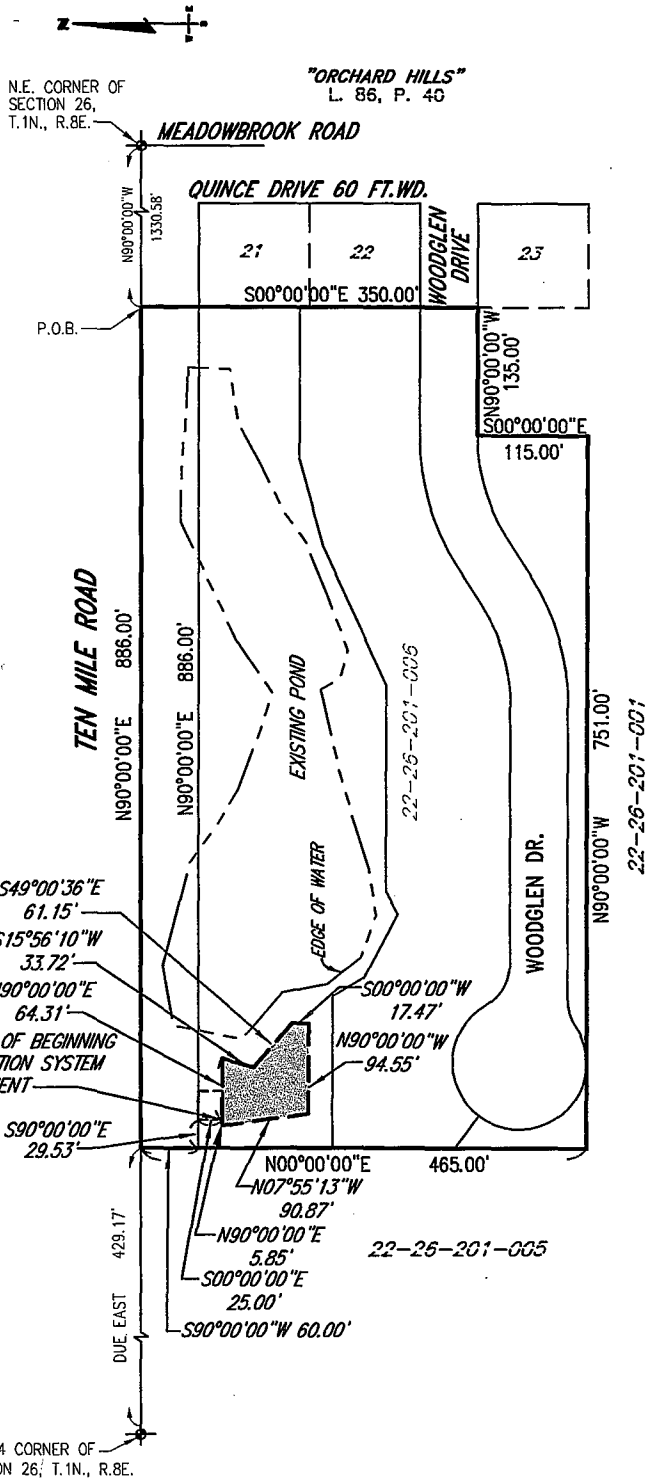
Fax: (248) 848-9896

EXHIBIT "D"

**RETENTION SYSTEM EASEMENT
PROPOSED ORCHARD HILLS NORTH**

AN EASEMENT FOR UNDERGROUND STORM WATER RETENTION, OVER, UNDER, ACROSS AND THROUGH PART OF NORTHEAST 1/4 OF SECTION 26, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 26 AND PROCEEDING THENCE ALONG THE NORTH LINE OF SAID SECTION 26, SAID LINE ALSO BEING THE CENTERLINE OF TEN MILE ROAD, DUE EAST 429.17'; THENCE S.90°00'00"W., 60.00'; THENCE S.90°00'00"E., 29.53'; THENCE S.00°00'00"E., 25.00' TO THE POINT OF BEGINNING OF THE RETENTION SYSTEM EASEMENT, THENCE N.90°00'00"E., 64.31'; THENCE S.15°56'10"W., 33.72'; THENCE S.49°00'36"E., 61.15'; THENCE S.00°00'00"W., 17.47'; THENCE N.90°00'00"W., 94.55'; THENCE N.07°55'13"W., 90.87'; THENCE N.90°00'00"E., 5.85' TO THE POINT OF BEGINNING.



RETENTION SYSTEM EASEMENT

PART OF THE N.E. 1/4 OF SECTION 26,
T.1N., R.8E., CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

EXHIBIT "D"

SCALE: 1" = 200'

FOR MIRAGE DEVELOPMENT, L.L.C.:
45380 W. 10 MILE RD., STE. 135
NOVI, MI 48375

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DATE: May 15, 2014