



CITY of NOVI CITY COUNCIL

**Agenda Item J
March 9, 2015**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Novi Crescent, LLC, for the Novi Crescent development located at the northwest corner of Novi Road and Crescent Boulevard (parcel 22-15-476-042).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

*RA
BTC*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The developer for Novi Crescent, Novi Crescent, LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the commercial development project, located at the northwest corner of Novi Road and Crescent Boulevard, as shown on the attached map.

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 underground storm water detention basin and pretreatment structure and is providing an access easement to these facilities. The owner is also responsible for maintaining the pipes, and manholes 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 Novi Crescent, LLC, for the Novi Crescent development located at the northwest corner of Novi Road and Crescent Boulevard.

	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				

Location Map

Novi Crescent



Map Author: A. Wayne
Date: February 25, 2015
Project:
Version #:

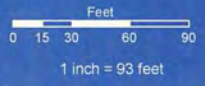
Amended By:
Date:
Department:

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





August 8, 2013

Mr. Matthew Preisz
Construction Technician
Department of Public Services
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Novi Crescent
Storm Water Detention System Inspection**
Novi SP No.: JSP12-0042
SDA Job No.: NV12-218

Dear Mr. Preisz:

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.

Ted Meadows
Contract Administrator

cc: Brian T. Coburn, PE, City of Nov – Engineering Manager (e-mail)
Aaron Staup, City of Novi – Construction Engineering Coordinator
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)
Christopher Robbins, PE, SDA (e-mail)
Tom Macdonald, Seerco Inc. (email)
SDA CE Job File



JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.johnsonrosati.com

August 5, 2013

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

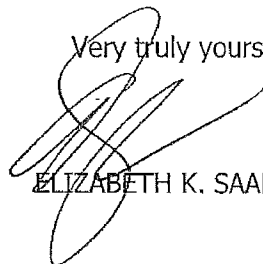
Re: **Novi Crescent – SP12-24**
Storm Drainage Facility Maintenance Easement Agreement

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 Novi Crescent development. The Agreement is in the City's standard format and has been executed by the property owner, Novi Crescent, LLC. 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

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)
Aaron Staup, Construction Engineering Coordinator (w/Enclosures)

Rob Hayes, Public Services Director
August 5, 2013
Page 2

Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
David Beschke, Landscape Architect (w/Enclosures)
Brittany Allen and Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Danielle Graceffa, Esq. (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this ____ day of _____, 2013, by and between **NOVI CRESCENT, LLC**, a Michigan limited liability company, whose address is c/o Versa Development, 25900 West 11 Mile Rd., Suite 250, Southfield, Michigan 48034 (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 4 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 commercial/retail development on the Property.
- B. The Commercial/Retail Development, shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, a single storm sewer collection system with aboveground and underground collection, conveyance, storage, and treatment components for the collection, treatment and discharge of storm water from the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations (the "Storm Water System").

NOW, THEREFORE, the Owner hereby covenants and agrees that the Owner shall, at its own expense, perpetually preserve, maintain, and repair the Storm Water System, 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**. The Owner shall maintain a log of all inspection and maintenance activities and make the log available to City personnel as needed.

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 System 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 Water System 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:

NOVI CRESCENT, LLC, a Michigan limited liability company

By: Versa Manager, LLC, a Michigan limited liability company

Its: Manager

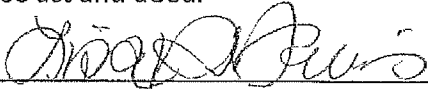
By: 
Steven L. Robinson

Its: Manager

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 10th day of July, 2013, before me, personally appeared the above named Steven L. Robinson, the Manager of Versa Manager, LLC, a Michigan limited liability company, the Manager of Novi Crescent, LLC, a Michigan limited liability company, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.

LISA A. DAVIS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Feb 21, 2014
ACTING IN COUNTY OF



Notary Public

_____ County, MI

Acting in _____ County, MI

My commission expires _____

CITY OF NOVI,
a Municipal Corporation

By: _____
Name: _____
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____ day of _____ 2013, by _____, on behalf of the City of Novi, a Municipal Corporation.

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

Drafted by: Elizabeth M. Kudla Johnson, Rosati, Schultz & Joppich, P.C. 34405 West Twelve Mile Road, Suite 200 Farmington Hills, MI 48331-5627	And when recorded return to: Maryanne Cornelius, City Clerk City of Novi 45175 W. Ten Mile Rd Novi, MI 48375
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EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Land situated in the County of Oakland, City of Novi, State of Michigan, described as:

The South 160 feet of Lot 1, except the East 27 feet taken for road, SUPERVISOR'S PLAT NO. 4, according to the plat thereof recorded in Liber 54 of plats, page 83, Oakland County Records.

Commonly known as: 26401 Novi Road, Novi, Michigan 48375

Tax Parcel Identification Number: 22-15-476-042

EXHIBIT B
SCHEDULE OF MAINTENANCE AND THE ANNUAL ESTIMATED COSTS

EXHIBIT B

MAINTENANCE TASKS AND SCHEDULE DURING CONSTRUCTION

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

PERMANENT MAINTENANCE TASKS AND SCHEDULE

Tasks	Storm Sewer System	Catch Basin Sumps	Catch Basin Castings	Outflow Control Structure	Detention Structure	Schedule
Inspect for sediment accumulation	X	X	X	X	X	Annually
Removal of sediment accumulation	X	X		X	X	Every 2 years as needed.
Inspect for floatables and debris		X	X	X	X	Annually
Cleaning of floatables and debris		X	X	X	X	Annually
Inspection for erosion					X	Annually
Re-establish permanent vegetation on eroded slopes					X	As needed
Replacement of stone				X	X	As needed
Wet weather inspection of structural elements (including inspection for sediment accumulation in detention structure) with as built plans in hand. These should be carried out by a professional engineer.	X			X	X	Annually
Make adjustments or replacements as determined by wet weather inspection.	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 INSPECTIONS AND MAINTENANCE ACTIVITIES AND MAKE THE LOG AVAILABLE TO CITY PERSONNEL AS NEEDED.

STORM WATER MAINTENANCE EXHIBIT

PART OF THE SE ¼ OF SECTION 15, T.-1-N., R.-8-E.
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

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Giffels-Webster Engineers, Inc.
ENGINEERS LAND SURVEYORS PLANNERS LANDSCAPE ARCHITECTS
1025 E. MAPLE, SUITE 100, BIRMINGHAM, MI 48005
(248) 852-3100

DATE: 06/12/2012	CHECKED BY: TG	DATE: 6/12	SCALE: NA
DRAWN: NMT			SHEET: 1 OF 1
DESIGN: NMT			JOB No: 18192.00
SECTION: 15	T.-1-N., R.-8-E.		

HA 18192.00 (6/12) Storm Water Maintenance Exhibit B

EXHIBIT C
INGRESS/EGRESS EASEMENT AREA

C-1

DET02M38841.DOC
ID\MGR - 102984\028

LEGAL DESCRIPTION OF THE PROPERTY

22-15-476-042 TAX DESCRIPTION: TOWN 1 NORTH, RANGE 8 EAST, SECTION 15 SOUTH 160 FEET OF LOT 1, EXCEPT THE EAST 27 FEET TAKEN FOR ROAD, SUPERVISOR'S PLAT NO. 4 ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 54, PAGE 83 OF PLATS, OAKLAND COUNTY RECORDS.

DESCRIPTION OF THE CENTER LINE OF A 34' WIDE UNDERGROUND DETENTION EASEMENT

THE CENTERLINE OF A 34' WIDE UNDERGROUND DETENTION EASEMENT BEING PART OF THE SOUTHEAST ¼ OF SECTION 15, T-1-N, R-8-E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 AS DESCRIBED ABOVE; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, N.89°59'00"E., 49.17 FEET; THENCE N.00°00'00" E., 40.24 FEET TO THE POINT OF BEGINNING; THENCE S.90°00'00"E., 186.50 FEET TO THE POINT OF ENDING.

DESCRIPTION OF THE CENTERLINE OF 20' WIDE INGRESS/EGRESS EASEMENT

THE CENTERLINE OF A 20' WIDE INGRESS/EGRESS EASEMENT BEING PART OF THE SOUTHEAST ¼ OF SECTION 15, T-1-N, R-8-E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 AS DESCRIBED ABOVE; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, N.89°59'00"E., 213.74 FEET TO THE POINT OF BEGINNING; THENCE N.00°00'00"E., 23.22 FEET TO THE POINT OF ENDING.

**CENTERLINE OF 34' WIDE UNDERGROUND
DETENTION EASEMENT AND CENTERLINE OF 20'
WIDE INGRESS/EGRESS EASEMENT
PART OF THE SE ¼ OF SECTION 15, T.-1-N., R.-8-E.
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN**

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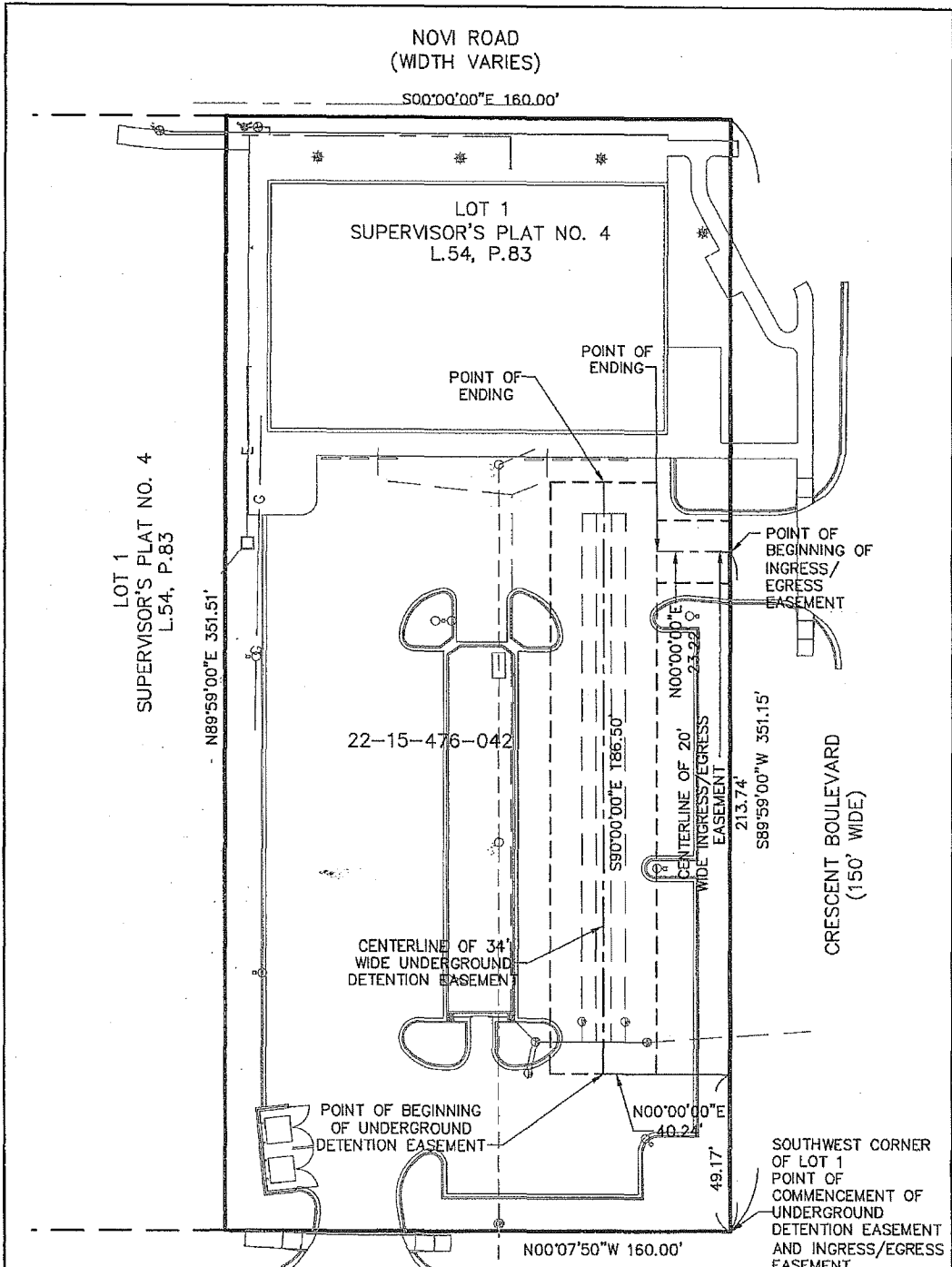
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DESIGN: NMT			JOB No: 18192.00
SECTION: 15	T.-1-N., R.-8-E.		

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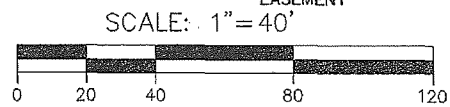
EXHIBIT D
STORM WATER SYSTEM EASEMENT AREA

D-1

DET02438841.DOC
ID\DMGR - 102984\0028



EXPO CENTER DRIVE
(100' WIDE)



**CENTERLINE OF 34' WIDE UNDERGROUND
DETENTION EASEMENT AND CENTERLINE OF 20'
WIDE INGRESS/EGRESS EASEMENT
PART OF THE SE ¼ OF SECTION 15, T.-1-N., R.-8-E.
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN**

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Giffels-Webster Engineers, Inc.
ENGINEERS LAND SURVEYORS PLANNERS LANDSCAPE ARCHITECTS
1025 E. MAPLE, SUITE 100, BIRMINGHAM, MI. 48009
(248) 852-3100

DATE: 06/12/2012	CHECKED BY: TG	DATE: 6/12	SCALE: 1"=40'
DRAWN: NMT			SHEET: 1 OF 2
DESIGN: NMT			JOB No: 18192.00
SECTION: 15	T.-1-N., R.-8-E.		

REV. 8-6-2012

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