# CITY OF NOVI CITY COUNCIL MAY 5, 2025



SUBJECT:

Approval of a Storm Drainage Facility Maintenance Easement Agreement for the Catholic Central STEM Addition project located on the south side of Twelve Mile Road and west of Wixom Road (parcels 50-22-18-200-026 and 50-22-18-200-027).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

#### **KEY HIGHLIGHTS:**

 This agreement is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site detention basin.

#### **BACKGROUND INFORMATION:**

Catholic Central High School is located on the south side of Twelve Mile Road and west of Wixom Road. Catholic Central High School requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the Catholic Central STEM Addition project. The Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site detention basin.

The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, March 5, 2024) and the City Engineering consultant (Spalding DeDecker, February 12, 2024) and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement for Catholic Central STEM addition project located on the south side of Twelve Mile Road and west of Wixom Road (parcels 50-22-18-200-026 and 50-22-18-200-027).



Department:

#### MAP INTERPRETATION NOTICE

- Major Roads
  - Minor Roads
- Project Location



Engineering Division epartment of Public Works 26300 Lee BeGole Drive Novi, MI 48375 cityofnovi.org



#### ELIZABETH KUDLA SAARELA

esaarela@rsjalaw.com

27555 Executive Drive, Suite 250 Farmington Hills, Michigan 48331 P 248.489.4100 | F 248.489.1726 rsjalaw.com



March 5, 2024

Ben Croy, City Engineer City of Novi Field Services Complex 26300 Lee BeGole Drive Novi, MI 48375

RE: Catholic Central STEM Addition (JSP21-44)

Storm Drainage Facility Maintenance Easement Agreement

Dear Mr. Croy:

We have received and reviewed the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving the Catholic Central STEM Addition. 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. We will forward the original to the City Clerk's office upon receipt.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

Elizabeth Kudla Saarela

ROSATI SCHULTZ JOPPICH & AMPSBUECHLER PC

Enclosure

Ben Croy, City Engineer City of Novi March 5, 2024 Page 2

#### C: (w/Enclosures)

Cortney Hanson, Clerk

Charles Boulard, Community Development Director

Lindsay Bell, Planner Heather Ziegler, Planner

James Hill, Planner

Diana Shanahan, Planning Assistant

Sarah Marchioni, Community Development Building Project Coordinator

Angie Sosnowski, Community Development Bond Coordinator

Humna Anjum, Project Engineer

Rebecca Runkel, Project Engineer

Adam Yako, Project Engineer

Alyssa Craigie, Administrative Assistant

Holly Demers, Sydney Waynick, Taylor Reynolds & Ted Meadows, Spalding DeDecker

Andy Wozniak, Zeiket Wozniak & Associates

Thomas R. Schultz, Esquire

## STORM DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made thisday of, 20, by an
between The Catholic Central High School of Detroit, a Michigan nonprofit corporation, (a
Catholic Central High School of Detroit Michigan or Catholic Central High School), whose address
27225 Wixom Road, Novi, Michigan 48374 (hereinafter the "Owner"), and the City of Novi,
successors, assigns, or transferees, whose address is 45175 Ten Mile Road, Novi, MI 4833
(hereinafter the "City").

#### RECITATIONS:

- A. Owner is the owner and developer of a certain parcel of land situated in Section 18 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 the construction of a building addition to the existing school on the Property. Tax Identification Number: 22-18-200-027
- B. The building addition 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 stormwater 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 ensure 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 ensure 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 stormwater 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 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. At the discretion of the City, such costs and expenses may be collected by a 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.

Tax Identification Number: 22-18-200-027

	ted this Agreement as of the day and year first
above set forth.	
	OWNER
	The Catholic Central High School of Detroit, a Michigan nonprofit corporation
	ED weich
	By: Edward Turek
	Its: President
STATE OF MICHIGAN	
) ss.	
COUNTY OF OAKLAND )	
The foregoing instrument was acknowledged by Edward Turek, as the President of The Cath nonprofit corporation.	
	_ sh o ni
MICHAEL D. WILSON Notary Public	
NOTARY PUBLIC, STATE OF MI COUNTY OF OAKLAND  AND COUNTY OF OAKLAND	Acting in Oakland County, Michigan My Commission Expires: 10-15-28
MY COMMISSION EXPIRES OC 15, 2028 ACTING IN COUNTY OF OHILY HO	iviy Commission Expires: 10-17-20
	CITY OF NOVI, A Municipal Corporation
	By:
CTATE OF MICHICAN	Its:
STATE OF MICHIGAN ) ) ss.	
COUNTY OF OAKLAND )	
,	
	owledged before me on thisday ofon behalf of the City of Novi, a
Municipal Corporation.	
	Notary Public
	Acting in Oakland County, Michigan
	My Commission Expires:
Tax Identification Number: 22-18-200-027	
Drafted by:	And when recorded return to:
Elizabeth K. Saarela, Esquire	Cortney Hanson, City Clerk
Johnson, Rosati, Schultz & Joppich, P.C.	City of Novi
27555 Executive Drive, Suite 250	45175 Ten Mile Rd
Farmington Hills, MI 48331	Novi, MI 48375

#### EXHIBIT 'A'

#### PARCEL 22-18-200-027 LEGAL DESCRIPTION:

PART OF THE NORTHEAST 1/4 OF SECTION 18, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 18 AND PROCEEDING ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 18, S. 00°15'03" E. 1320.00 FEET TO THE POINT OF BEGINNING; THENCE S. 89°31'51" E. 1327.47 FEET; THENCE N. 00°44'12" W. 676.15 FEET; THENCE S. 89°31'51" E. 29.92 FEET; THENCE 177.40 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 200.00 FEET, CENTRAL ANGLE 50°49'12" AND A CHORD THAT BEARS S. 64°07'16" E. 171.64 FEET; THENCE 417.22 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 459.96 FEET, CENTRAL ANGLE 51°58'21" AND A CHORD THAT BEARS S. 64°41'50" E. 403.07 FEET; THENCE N. 89°19'00" E. 165.00 FEET; THENCE S. 00°41'00" E. 384.00 FEET; THENCE N. 89°19'00" E. 539.99 FEET TO A POINT ON THE 60 FOOT RIGHT OF WAY LINE OF WIXOM ROAD; THENCE ALONG SAID LINE S. 00°41'00" E. 1098.12 FEET TO A POINT ON THE NORTH LINE OF ISLAND LAKE VINEYARDS, OAKLAND COUNTY CONDOMINIUM PLAN NUMBER 1271; THENCE ALONG SAID LINE N. 89°23'05" W. 2585.76 FEET TO A POINT ON THE EAST LINE OF ANDELINA RIDGE, OAKLAND COUNTY CONDOMINIUM PLAN NUMBER 2063; THENCE ALONG SAID LINE N. 00°15'03" W. 1028.05 FEET ALONG SAID NORTH—SOUTH 1/4 LINE TO THE POINT OF BEGINNING CONTAINING 70.27 ACRES MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AND THE RIGHTS OF THE PUBLIC OR ANY GOVERNMENTAL AGENCY OVER WIXOM ROAD.

BASIS OF BEARING FOR THE PROPERTY DESCRIPTION IS THE NORTH-SOUTH 1/4 LINE OF SECTION 28 BEING S. 00°15'03" E.

REVISIONS	OVERALL LEGAL DESCRIPTION	DATE	SCALE HOR: 1" =
ITEM DATE BY	CATHOLIC CENTRAL HIGH SCHOOL	1-26-22	FIELD BOOK NO.
	ZEIMET W. ASSOCIATES	DESIGNED BY	JOB NO. 19120.2
	Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com	DRAWN BY PTG	SHEET NO. OCOPY.

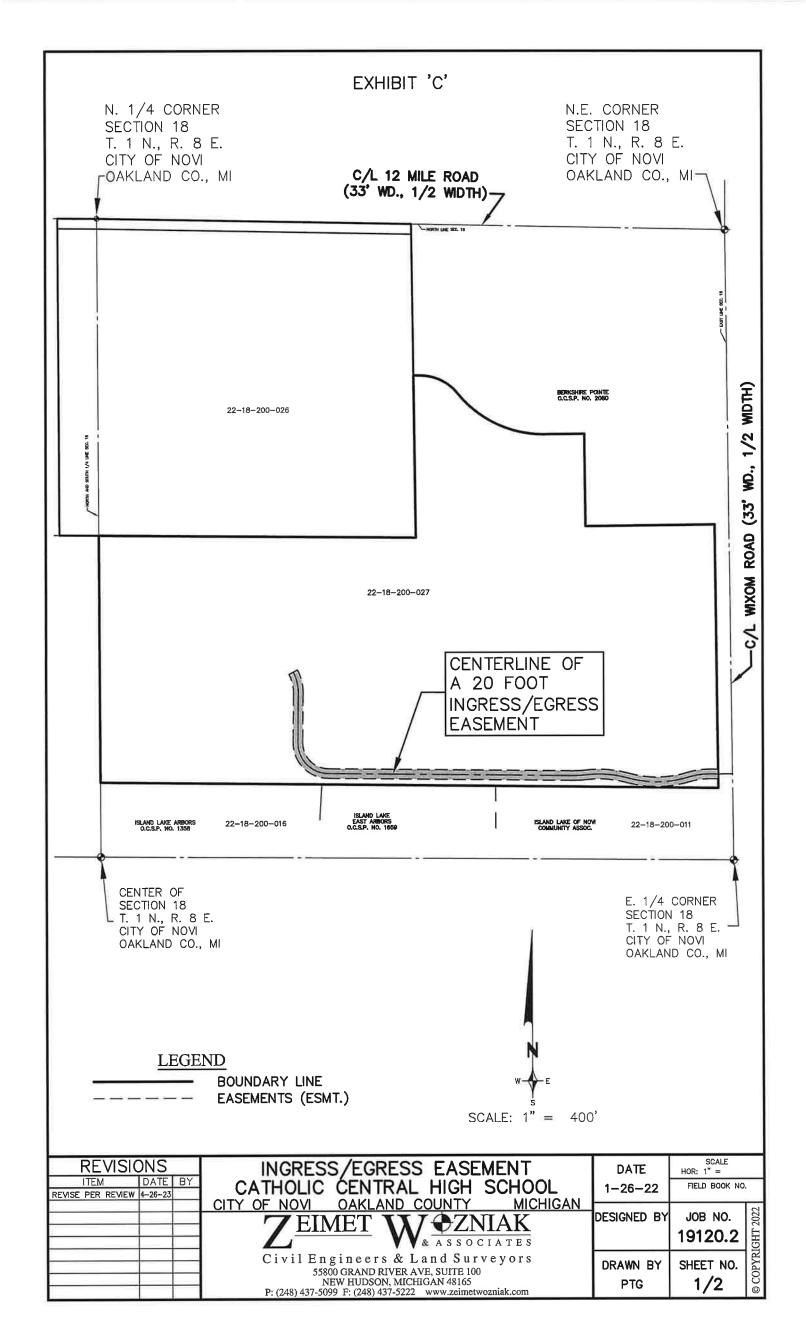
### EXHIBIT 'B'

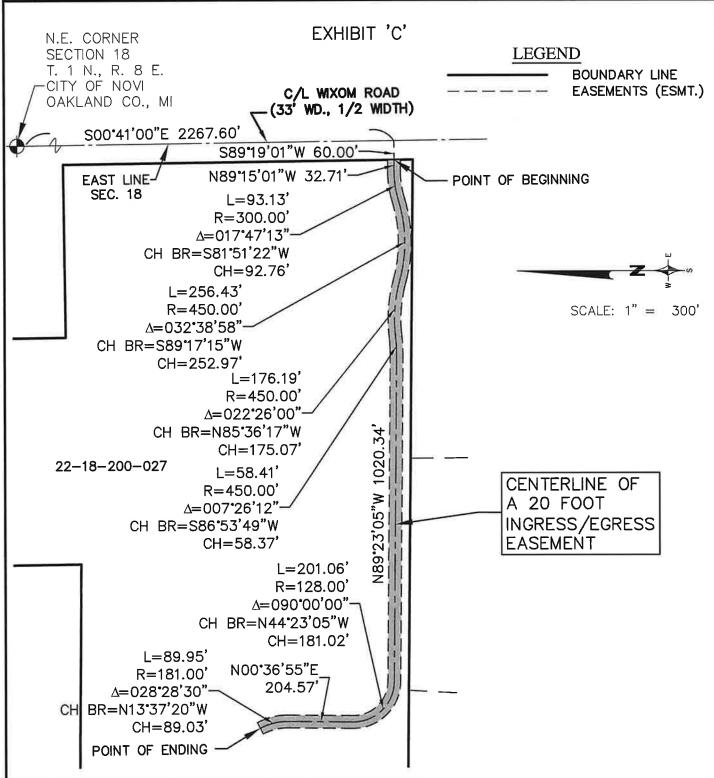
MAINTENANCE TASKS AND SCHEDULE			
TASKS:	SCHEDULE:	BUDGET AMOUN	
Inspect for sediment accumulation			
(Storm sewer and basins)	Anually	\$ 500.00	
Removal of sediment accumulation	As needed*	\$ 1,000.00	
Inspect for floatables and debris	Anually	\$ 250.00	
Cleaning of floatables and debris	Anually	\$ 500.00	
Inspection for erosion	Anually	\$ 225.00	
Reestablish permanent vegetation			
on eroded slopes	As needed*	\$ 1,000.00	
Mowing	0 to 2 times per year	\$ 1,500.00	
Inspect structural elements during			
wet weather and compare to as-built			
plans (by professional engineer	Anually	\$ 1,500.00	
Make adjustments or replacements			
as determined by inspection	As needed*	\$ 1,200.00	
Total Annual Budget		\$ 7,675.00	

<sup>\* &</sup>quot;As needed" means when sediment has accumulated to a depth of one foot.

### PARCEL ID NO. 22-18-200-027

REVISIONS ITEM DATE BY	STORMWATER DRAINAGE FACILITY MAINTENANCE TASK & BUDGET NOVI MICHIGAN	DATE 1-26-22	SCALE HOR: 1" = FIELD BOOK NO.
		DESIGNED BY	JOB NO. 707 H.S.
	Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com	DRAWN BY	SHEET NO. 1/1



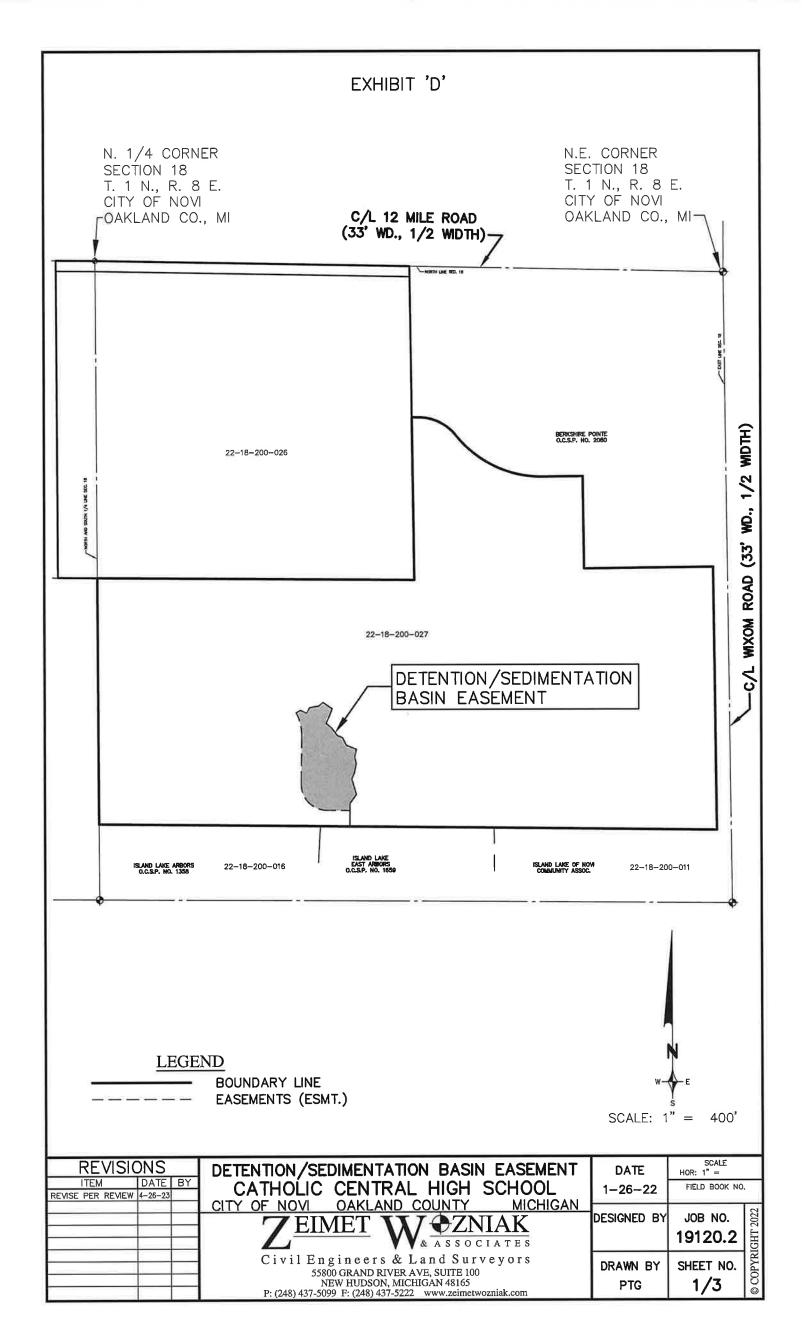


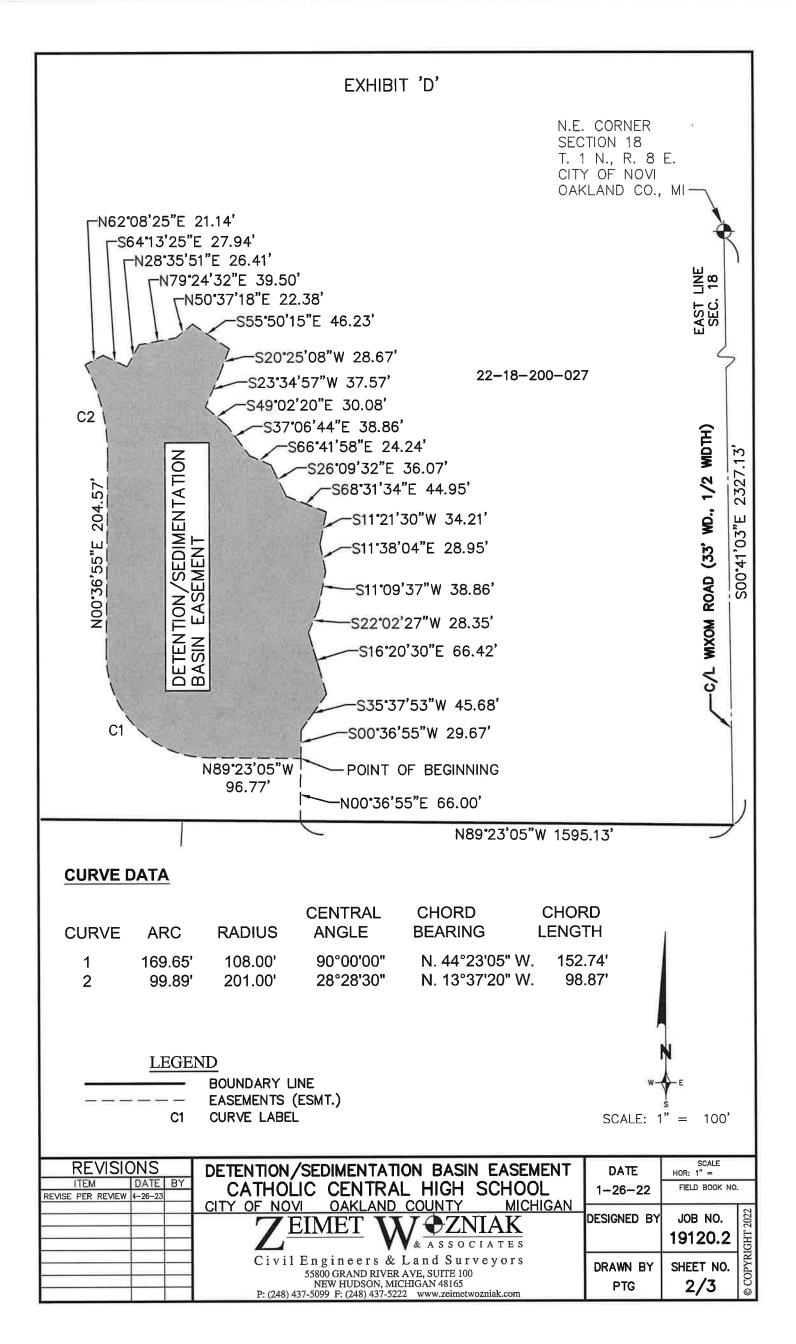
#### INGRESS/EGRESS EASEMENT LEGAL DESCRIPTION

A 20 FOOT WIDE CENTERLINE DESCRIPTION OF A INGRESS/EGRESS EASEMENT LOCATED IN THE N.E. 1/4 OF SECTION 18, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS:

COMMENCING AT THE N.E. CORNER OF SAID SECTION 18, THENCE S. 00'41'00" E. 2267.60 FEET ALONG THE EAST LINE OF SAID SECTION 18 ALSO BEING THE CENTERLINE OF WIXOM ROAD (33 FEET WIDE, 1/2 WIDTH); THENCE S. 89"19'01" W. 60.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID WIXOM ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING OF SAID EASEMENT CENTERLINE; THENCE ALONG SAID EASEMENT CENTERLINE THENCE N. 89"15'01" W. 32.71 FEET; THENCE 93.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 300 FEET, CENTRAL ANGLE 17"47"13" AND A CHORD THAT BEARS S. 81"51'22" W. 92.76 FEET; THENCE 256.43 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 450.00 FEET, CENTRAL ANGLE 32"38"58" AND A CHORD THAT BEARS S. 89"17"15" W. 252.97 FEET; THENCE 176.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 450.00 FEET, CENTRAL ANGLE 22"26"00" AND A CHORD THAT BEARS N. 85"36"17" W. 175.07 FEET; THENCE 58.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 450.00 FEET, CENTRAL ANGLE 07"26"12" AND A CHORD THAT BEARS S. 86"53"49" W. 58.37 FEET; THENCE N. 89"23"05" W. 1020.34 FEET; THENCE 201.06 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 128.00 FEET, CENTRAL ANGLE 90"00"00" AND A CHORD THAT BEARS N. 44"23"05" W. 181.02 FEET; THENCE N. 00"36"55" E. 204.57 FEET; THENCE 89.95 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 181.00 FEET, CENTRAL ANGLE 28"28"30" AND A CHORD THAT BEARS N. 13"37"20" W. 89.03 FEET TO THE POINT OF ENDING OF SAID EASEMENT CENTERLINE.

REVISIONS ITEM DATE BY REVISE PER REVIEW 4-26-23	INGRESS/EGRESS EASEMENT CATHOLIC CENTRAL HIGH SCHOOL CITY OF NOVI OAKLAND COUNTY MICHIGAN	DATE 1-26-22	SCALE HOR: 1" = FIELD BOOK NO.
		DESIGNED BY	
	Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com	DRAWN BY PTG	19120.2 SHEET NO. 2/2





### EXHIBIT 'D'

#### DETENTION/SEDIMENTATION BASIN EASEMENT LEGAL DESCRIPTION

A DESCRIPTION OF A DETENTION/SEDIMENTATION BASIN EASEMENT LOCATED IN THE N.E. 1/4 OF SECTION 18, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS:

COMMENCING AT THE N.E. CORNER OF SAID SECTION 18, THENCE S. 00°41′03" E. 2327.13 FEET ALONG THE EAST LINE OF SAID SECTION 18 ALSO BEING THE CENTERLINE OF WIXOM ROAD (33 FEET WIDE, 1/2 WIDTH); THENCE N. 89°23′05" W. 1595.13 FEET; THENCE N. 00°36′55" E. 66.00 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE ALONG SAID EASEMENT N. 89°23′05" W. 96.77 FEET; THENCE 169.65 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 108.00 FEET, CENTRAL ANGLE 90°00′00" AND A CHORD THAT BEARS N. 44°23′05" W. 152.74 FEET; THENCE N. 00°36′55" E. 204.57 FEET; THENCE 99.89 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 201.00 FEET, CENTRAL ANGLE 28°28′30" AND A CHORD THAT BEARS N. 13°37′20" W. 98.87 FEET; THENCE N. 62°08′25" E. 21.14 FEET; THENCE S. 64°13′25" E. 27.94 FEET; THENCE N. 28°35′51" E. 26.41 FEET; THENCE N. 79°24′32" E. 39.50 FEET; THENCE N. 50°37′18" E. 22.38 FEET; THENCE S. 55°50′15" E. 46.23 FEET; THENCE S. 20°25′08" W. 28.67 FEET; THENCE S. 23°34′57" W. 37.57 FEET; THENCE S. 49°02′20" E. 30.08 FEET; THENCE S. 37°06′44" E. 38.86 FEET; THENCE S. 66°41′58" E. 24.24 FEET; THENCE S. 26°09′32" E. 36.07 FEET; THENCE S. 68°31′34" E. 44.95 FEET; THENCE S. 11°21′30" W. 34.21 FEET; THENCE S. 11°38′04" E. 28.95 FEET; THENCE S. 11°09′37" W. 38.86 FEET; THENCE S. 22°02′27" W. 28.35 FEET; THENCE S. 16°20′30" E. 66.42 FEET; THENCE S. 35°37′53" W. 45.68 FEET; THENCE S. 00°36′55" W. 29.67 FEET TO THE POINT OF BEGINNING.

PARCEL ID NO.

22-18-200-027

REVISIONS	DETENTION/SEDIMENTATION BASIN EASEMENT	DATE	SCALE HOR: 1" =
ITEM DATE BY REVISE PER REVIEW 4-26-23	CATHOLIC CENTRAL HIGH SCHOOL	1-26-22	FIELD BOOK NO.
	ZEIMET W DIATES	DESIGNED BY	JOB NO. 19120.2
	Civil Engineers & Land Surveyors 55800 GRAND RIVER AVE, SUITE 100 NEW HUDSON, MICHIGAN 48165 P: (248) 437-5099 F: (248) 437-5222 www.zeimetwozniak.com	DRAWN BY PTG	SHEET NO. SOLVEY

#### Engineering & Surveying Excellence since 1954

February 12, 2024

Ben Croy City of Novi 26300 Lee BeGole Drive Novi, Michigan 48375

Re: Catholic Central STEM Addition - Acceptance Documents Review

Novi # JSP21-0044 SDA Job No. NV22-204

FINAL DOCUMENTS APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on February 09, 2024 against the Final Site Plan (Stamping Set) approved on March 8, 2022 and as-built records. We offer the following comments:

#### **Final Acceptance Documents:**

- On-Site Water System Easement (executed dated 02/06/2024: exhibits dated 01/26/22) Exhibit Approved
- On-Site Sanitary Sewer Easement (executed dated 02/06/2024: exhibits dated 11/22/2022) Exhibits Approved.
- 3. Sanitary Sewer Manhole Access Easement (executed dated 02/06/2024: exhibits dated 03/28/2023) Exhibits Approved.
- **4.** Storm Drainage Facility / Maintenance Easement Agreement (executed dated 02/06/2024: exhibits dated 04/26/2023) Exhibits Approved.
- **5.** Woodland Conservation Easement (executed 02/09/2024: exhibits dated 1/26/2022) Exhibits Approved.
- 6. Bill of Sale: Water Supply System (executed dated 02/06/2024: exhibits dated 01/28/2022) Exhibits Approved
- 7. Bill of Sale: Sanitary Sewer System (executed dated 02/06/2024: exhibit dated 11/22/2022) Exhibit Approved
- 8. Full Unconditional Waivers of Lien from contractors installing public utilities



#### Engineering & Surveying Excellence since 1954

(executed dated 03/21/2023) Approved.

 Sworn Statement signed by Developer (executed dated 03/04/2023) 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 February 16, 2022 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

Taylor E. Reynólds, PE Senior Project Manager

Cc (via Email): Holly Demers, Spalding DeDecker

Adam Yako, City of Novi Cortney Hanson, City of Novi Diana Shanahan, City of Novi Sarah Marchioni, City of Novi Humna Anjum, City of Novi

Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler

Angie Sosnowski, City of Novi Melissa Morris, City of Novi Alyssa Craigie, City of Novi Barb McBeth, City of Novi Lindsay Bell, City of Novi Diana Shanahan, City of Novi

James Hill, City of Novi Heather Zeigler, City of Novi