

CITY of NOVI CITY COUNCIL

Agenda Item D
November 26, 2018

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) from Stellar Hospitality Novi, LLC, for the Homewood Suites project located on Town Center Drive (parcel 50-22-14-376-018).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

Stellar Hospitality Novi, LLC, the developer for the Homewood Suites development project, requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the project.

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 agreement also contains a provision permitting the City to perform maintenance of the privately owned on-site storm water system, at the expense of the property owner, should the property owner fail to meet the maintenance requirements.

The enclosed agreement has been favorably reviewed by the City Engineering Consultant (Spalding DeDecker, April 2, 2018) and the City Attorney (Beth Saarela, October 29, 2018) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) from Stellar Hospitality Novi, LLC, for the Homewood Suites project located on Town Center Drive (parcel 50-22-14-376-018).

Homewood Suites SDFMEA

Location Map

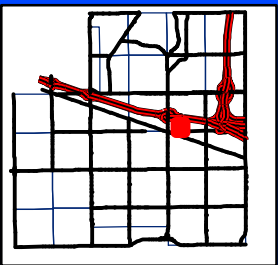


Map Author: Joseph Akers
 Date: October 30, 2018
 Project: Homewood Suites
 Version #: 1

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.

Project Area



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 = 156 feet

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

October 29, 2018

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

Re: *Homewood Suites, JSP14-31*
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 Homewood Suites development. 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 the typed name.

Elizabeth Kudla Saarela

Enclosures

Jeffrey Herczeg, Director of Public Works
City of Novi
October 29, 2018
Page 2

C: Cortney Hanson, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Sri Komaragiri, Planner (w/Enclosures)
Hannah Smith, Planning Assistant (w/Enclosures)
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
Darcy Rechtien, Construction Engineer (w/Enclosures)
George Melistas, Senior Engineering Manager (w/Enclosures)
Taylor Reynolds, and Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 26th day of December, 2017, by and between Stellar Hospitality Novi, LLC, a Michigan limited liability company, whose address is 32825 Northwestern Highway, Farmington Hills, MI 48334 (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 14 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 Hotel development on the Property.
- B. The Hotel 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 C**, 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.

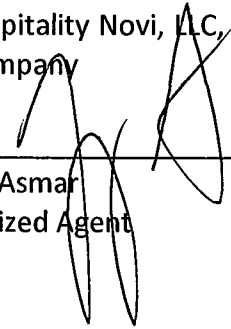
Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

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.

OWNER
Stellar Hospitality Novi, LLC, a Michigan limited liability company

By: Jimmy Asmar
Its: Authorized Agent



STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 26th day of December, 2017, by Jimmy Asmar, as the authorized agent of Stellar Hospitality Novi, LLC.

Christine Moore
Notary Public Christine Moore
St. Clair County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 7/16/2021

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
Legal Description

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

A part of the Southwest 1/4 of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as: Commencing at the South 1/4 corner of said Section 14; thence South 87 degrees 28 minutes 51 seconds West, 1002.41 feet along the South line of said Section 14 and the centerline of Eleven Mile Road; thence North 02 degrees 31 minutes 09 seconds West, 20.00 feet; thence North 48 degrees 53 minutes 45 seconds West, 45.59 feet; thence North 07 degrees 41 minutes 19 seconds West, 177.40 feet along the Easterly right-of-way of Town Center Drive; thence North 02 degrees 40 minutes 33 seconds West, 87.22 feet to the Point of Beginning; thence North 02 degrees 40 minutes 33 seconds West, 227.65 feet along the Easterly right-of-way of Town Center Drive; thence North 87 degrees 19 minutes 27 seconds East, 356.60 feet; thence South 02 degrees 31 minutes 09 seconds East, 228.62 feet; thence South 87 degrees 28 minutes 51 seconds West, 355.98 feet to the Point of Beginning.

Tax Item No. 22-14-376-018

Tax Parcel Number: 22-14-376-018

EXHIBIT B

TASK:	COMPONENTS:				SCHEDULE:
	STORM SEWER SYSTEM	CATCH BASIN INLET CASTINGS	OUTLET CONTROL STRUCTURE	UNDERGROUND DETENTION	
INSPECT FOR SEDIMENT ACCUMULATION	X		X	X	ANNUALLY
REMOVAL OF SEDIMENT ACCUMULATION	X		X	X	EVERY 5-10 YEARS AS NEEDED
INSPECT FOR FLOATABLES AND DEBRIS	X	X	X	X	ANNUALLY
CLEANING OF FLOATABLES AND DEBRIS	X	X	X	X	ANNUALLY
INSPECT STRUCTURAL ELEMENTS DURING WET WEATHER AND COMPARE TO AS-BUILT PLANS (BY PROFESSIONAL ENGINEER)	X		X	X	ANNUALLY
MAKE ADJUSTMENTS OR REPLACEMENTS AS DETERMINED BY ANNUAL WET WEATHER INSPECTION	X		X	X	AS NEEDED
KEEP RECORDS OF ALL INSPECTIONS AND MAINTENANCE ACTIVITIES ON THE PROPERTY	X	X	X	X	ANNUALLY
KEEP RECORDS OF ALL COSTS FOR INSPECTIONS, MAINTENANCE AND REPAIRS.	X	X	X	X	ANNUALLY
CITY TO HAVE A PROFESSIONAL ENGINEER CARRY OUT EMERGENCY INSPECTIONS UPON IDENTIFICATION OF SEVERE PROBLEMS	X	X	X	X	AS NEEDED

ESTIMATED COSTS FOR MAINTENANCE AND REPAIRS FOR THE FIRST THREE (3) YEARS IS \$4,500.

MAINTENANCE SCHEDULE



Bud Design & Engineering Services, Inc.

10775 S. Saginaw St, Suite B
Grand Blanc, MI 48439

(PH) 810.695.0793
(FAX) 810.695.0569

www.buddesign.com

HOMEWOOD SUITES

TOWN CENTER DRIVE

STORM DRAINAGE FACILITY MAINTENANCE EASEMENT

CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

CLIENT: **STELLAR HOSP. NOVI**

SCALE
NTS

SHEET
2 OF 3

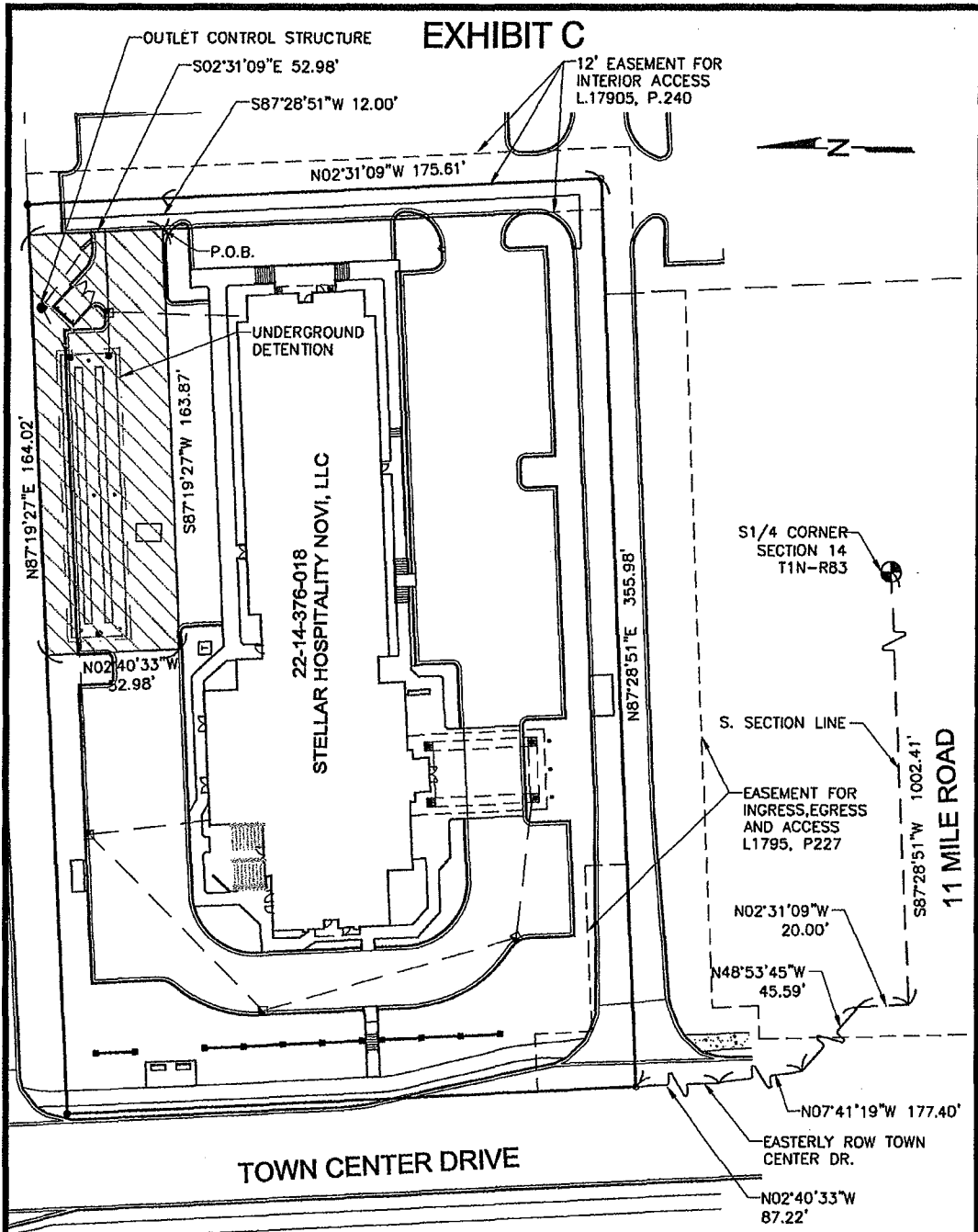
PROJECT NO.
BD-14-235

DATE
05/31/17

DRN
ACA

CHD
ACA

EXHIBIT C



STORM DRAINAGE FACILITY MAINTENANCE EASEMENT

A STORM DRAINAGE FACILITY MAINTENANCE EASEMENT BEING DESCRIBED AS COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 14; THENCE SOUTH 87 DEGREES 28 MINUTES 51 SECONDS WEST, 1002.41 FEET ALONG THE SOUTH LINE OF SAID SECTION 14 AND THE CENTERLINE OF ELEVEN MILE ROAD; THENCE NORTH 02 DEGREES 31 MINUTES 09 SECONDS WEST, 20.00 FEET; THENCE NORTH 48 DEGREES 53 MINUTES 45 SECONDS WEST, 45.59 FEET; THENCE NORTH 07 DEGREES 41 MINUTES 19 SECONDS WEST, 177.40 FEET ALONG THE EASTERLY RIGHT-OF-WAY OF TOWN CENTER DRIVE; THENCE NORTH 02 DEGREES 40 MINUTES 33 SECONDS WEST, 87.22 FEET; THENCE NORTH 87 DEGREES 28 MINUTES 51 SECONDS EAST, 355.98 FEET; THENCE NORTH 02 DEGREES 31 MINUTES 09 SECONDS WEST, 175.61 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 51 SECONDS WEST, 12.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 19 MINUTES 27 SECONDS WEST, 163.87 FEET; THENCE NORTH 02 DEGREES 40 MINUTES 33 SECONDS WEST, 52.98 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 27 SECONDS EAST, 164.02 FEET; THENCE SOUTH 02 DEGREES 31 MINUTES 09 SECONDS EAST, 52.98 FEET, RETURNING TO THE POINT OF BEGINNING.



Bud Design & Engineering Services, Inc.
 10775 S. Saginaw St. Suite B
 Grand Blanc, MI 48439
 (PH) 810.695.0793
 (FAX) 810.695.0569
 www.buddesign.com

HOMWOOD SUITES
TOWN CENTER DRIVE
STORM DRAINAGE FACILITY MAINTENANCE EASEMENT
 CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

CLIENT: **STELLAR HOSP. NOVI** SCALE: **1"=50'** SHEET: **3 OF 3** PROJECT NO.: **BD-14-235**

DATE: **06/31/17**
 DRN
 ACA
 CHD
 ACA

April 2, 2018

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

Re: Homewood Suites - Acceptance Documents Review
Novi # JSP14-0031
SDA Job No. NV15-231
ACCEPTANCE DOCUMENTS APPROVED AS NOTED

Dear Ms. Bridges:

We have reviewed the Acceptance Document Package received by our office on March 28, 2018 against the Final Site Plan (Stamping Set) approved on August 20, 2015 and against as-built field records. We offer the following comments:

Final Acceptance Documents:

The following items must be provided prior to the issuance of a Temporary Certificate of Occupancy. All documents must be completed using black ink as the County will reject them otherwise.

1. On-Site Water System Easement – (Executed January 16, 2018; Exhibit dated 09-29-17) – Exhibit Approved
2. On-Site Sanitary Sewer Monitoring Manhole Access Easement – (executed January 16, 2018; exhibit dated 05-31-17) – Exhibits Approved.
3. Storm Drainage Facility / Maintenance Easement Agreement – (Executed December 26, 2017; Exhibits A and B dated 05-31-17, Exhibit C dated 9/29/17) – Exhibits Approved.
4. Sidewalk Easement – (Executed January 16, 2018; Exhibit dated 05-31-17) – Exhibits Approved.
5. **Bills of Sale: Sanitary Sewer System and Water Supply System** – PROVIDED – The bills of sale should include the on-site sanitary sewer and water main exhibits.
6. Full Unconditional Waivers of Lien from contractors installing public utilities – PROVIDED
7. Sworn Statement signed by Developer - PROVIDED

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 July 1, 2015 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): George Melistas, City Engineering Senior Manager
 Cortney Hanson, City Clerk
 Beth Saarela, Johnson Rosati, Schultz, Joppich PC
 Sarah Marchioni, City Building Project Coordinator
 Ted Meadows, Spalding DeDecker
 Taylor Reynolds, Spalding DeDecker
 Darcy Rechtien, City Construction Engineer
 Angie Pawlowski, City Community Development Bond Coordinator
 Hannah Smith, City Planning Assistant