



CITY of NOVI CITY COUNCIL

**Agenda Item K
January 28, 2019**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) from Orotex Corporation, for the Orotex Building Expansion project located on Venture Drive (parcel 50-22-26-378-005).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

CITY MANAGER APPROVAL: *FA*

BACKGROUND INFORMATION:

Orotex Corporation, the developer for the Orotex Building Expansion 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 enclosed agreement has been favorably reviewed by the City Engineering Consultant (Spalding DeDecker, December 20, 2018) and the City Attorney (Beth Saarela, December 18, 2018) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) from Orotex Corporation, for the Orotex Building Expansion project located on Venture Drive (parcel 50-22-26-378-005).

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

2755 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

December 18, 2018

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

Re: *Orotex Building Expansion JSP 17-85*
SDFMEA

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 Orotex Building Expansion. 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 below.

Elizabeth Kudla Saarela

Enclosures

Jeffrey Herczeg, Director of Public Works
City of Novi
December 18, 2018
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C: Cortney Hanson, Clerk (w/Original Enclosure)
Charles Boulard, Community Development Director (w/Enclosure)
Barb McBeth, City Planner (w/Enclosure)
Sri Komaragiri, Planner (w/Enclosure)
Lindsay Bell, Planner (w/Enclosure)
Hannah Smith, Planning Assistant (w/Enclosure)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosure)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosure)
Darcy Rechten, Construction Engineer (w/Enclosure)
Rebecca Runkel, Engineering Technician (w/Enclosure)
George Melistas, Senior Engineering Manager (w/Enclosure)
Joseph Akers, Staff Civil Engineer (w/Enclosure)
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosure)
Sue Troutman, City Clerk's Office (w/Enclosure)
Erin Johnson, Esquire (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this ____ day of December, 2018, by and between Orotex Corporation, a Michigan corporation, whose address is 22475 Venture Drive, Novi, MI 48375 (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 26 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Parcel"). Owner has received final site plan approval for construction of a warehouse expansion development (the "Development") on the Property.
- B. The 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 Parcel 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 located on the Parcel, including all wetlands which are part of the system, to insure that the same continue to function as intended by the approved site plan. 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 located on the Parcel 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, or the extended time period allowed pursuant to a previous hearing, as applicable, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Parcel, or cause its agents or contractors to enter the Parcel through the ingress/egress easement area as described on Exhibit C, and depicted on Exhibit D (the "Variable Width Access Easement"), and perform such obligation or take such corrective measures as reasonably found by the hearing officer to be appropriate or necessary with respect to the detention/sedimentation basin within the Variable Width Access Easement, 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, 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 Parcel, 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 on the Parcel, 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.

This Agreement may be executed in counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

OWNER

OROTEX CORPORATION,
a Michigan corporation

By: [Signature] 12/10/2018
Name: Kenichi Miura
Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 10 day of December, 2018, by Kenichi Miura, as the President of Orotex Corporation, a Michigan corporation.

[Signature]
NADINE JOHNSON
Notary Public, State of Michigan
County of Wayne
My Commission Expires Sep. 11, 2025
Acting in the County of Oakland
DEC 10, 2018

Nadine Johnson
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 09/11/2025

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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: _____

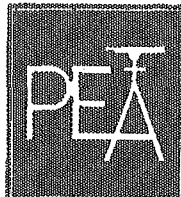
<p>Drafted by: Elizabeth Kudla Saarela Johnson, Rosati, Schultz & Joppich, P.C. 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331</p>	<p>And when recorded return to: Cortney Hanson, City Clerk City of Novi 45175 Ten Mile Rd Novi, MI 48375</p>
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EXHIBIT A
LEGAL DESCRIPTIONS

LEGAL DESCRIPTION -- PARCEL
(Per Access Oakland)

PARCEL ID 22--26--37B--005
LAND IN THE CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

TOWN 1 NORTH, RANGE 8 EAST, SECTION 26, "HICKORY CORPORATE PARK"
SUBDIVISION, AS RECORDED IN LIBER 26, PAGES 9-12, OAKLAND COUNTY
RECORDS, LOTS 3 AND 4, ALSO THE SOUTHERLY 98.25 FEET OF LOT 5,
9-8-92 FROM 001, 002 & 401-007.
±5.96 ACRES.



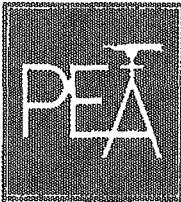
PEA, Inc.

CLIENT: J D DONALDSON COMPANY 37810 HILLS TECH DRIVE FARMINGTON HILLS, MICHIGAN 48331	SCALE: - DATE: 2-27-18	JOB No: 2017410 DWG. No: 1	3430 Rochester Ct. Ste 200 Troy, MI 48063-1672 C 248.688.9361 F 248.688.1044 www.peainc.com
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EXHIBIT 4019-05
SCHEDULE OF MAINTENANCE FOR
DETENTION SYSTEM

TASKS	COMPONENTS						SCHEDULE
	Catch Basin, Inlets, Manholes, Storm Control Structure	Storm Storm Pipes	Run-Off	Basins, Sumps	Overflow Structure		
Inspect for accumulated sediment	X	X		X	X		Weekly
Removal of accumulated sediment	X	X		X	X		As directed by Storm Water Operator inspections, and prior to project turn over
Inspect for floatables and debris	X	X	X	X	X		Quarterly
Remove floatables and debris	X	X	X	X	X		As directed by Storm Water Operator inspections, and prior to project turn over
Inspect for silt erosion			X	X	X		Weekly
Re-vegetation in eroded areas				X	X		As directed by Storm Water Operator inspections, and prior to project turn over
Inspect storm water system and components during wet weather and compare to plans	X	X			X		As required and at project turn over
Make adjustments or replacements as determined by annual wet weather inspection.	X	X	X	X	X		As required
Inspect, remove and repair or replace faulty mechanical and electrical components							As required
Keep records of all storm water operator reports and make available to City of Grand Rapids	X	X	X	X	X		Annually
Permitting activities							Weekly or as required

TASKS	COMPONENTS						SCHEDULE	ESTIMATED ANNUAL BUDGET		
	Catch Basin, Inlets, Manholes	Storm Storm Pipes	Run-Off	Basins, Sumps	Overflow Structure	1st year		2nd year	3rd year	
Inspect for accumulated sediment	X	X		X	X	Annually	\$75	\$75	\$75	
Removal of accumulated sediment	X	X		X	X	Annually first 2 years, then as required	\$500	\$500	\$0	
Inspect for floatables and debris	X	X	X	X	X	Annually	\$75	\$75	\$75	
Remove floatables and debris	X	X	X	X	X	Annually	\$150	\$50	\$50	
Inspect for silt erosion			X	X	X	Annually	\$75	\$75	\$75	
Re-vegetation in eroded areas				X	X	Annually	\$400	\$200	\$200	
Inspect storm water system and components during wet weather and compare to on-built plans (by professional engineer, reporting to maintenance retaining company)	X	X	X	X	X	Annually	\$125	\$125	\$125	
Make adjustments or replacements as determined by annual wet weather inspection.	X	X	X	X	X	As required	\$150	\$0	\$250	
Inspect, remove and repair or replace faulty mechanical and electrical components						Annually	\$150	\$150	\$150	
Keep records of all inspections and maintenance activities and make available to City of Grand Rapids						Annually	\$0	\$0	\$0	
TOTAL BUDGET:							\$1050	\$1225	\$1000	



PEA, Inc.

CLIENT:
J B DONALDSON COMPANY
 37510 HILLS TECH DRIVE
 FARMINGTON HILLS, MICHIGAN 48331

SCALE: NTS
 DATE: 03-05-10

JOB No: 2017-410
 DWG. No: 1 OF 1

2430 Rochester Ct. Ste 100
 Troy, MI 48063-1072
 P: 248.694.0000
 F: 248.694.1044
 www.peainc.com

**EXHIBIT C
LEGAL DESCRIPTIONS**

LEGAL DESCRIPTION -- VARIABLE WIDTH ACCESS EASEMENT:
(Per PEA, Inc.)

A variable width access easement over the previously described parcel no. 22--26--378--005, being lands in the South 1/2 of Section 26, Town 1 North, Range 8 East, City of Now, Oakland County, Michigan, said easement being more particularly described as:

Commencing at the South 1/4 Corner of said Section 26; thence along the North-South 1/4 Line of said Section 26, N00°02'09"W, 396.68 feet to the South line of Lot 3 of "Hickory Corporate Park" Subdivision, as recorded in Liber 26, Pages 9-12, Oakland County Records; thence along said South line, N89°56'30"E, 242.98 feet to the West line of Venture Drive (60 foot wide - public); thence along said West line N00°03'30"W, 461.71 feet; thence continuing along said West line, 46.24 feet along the arc of a curve to the left, having a radius of 1603.23 feet, a central angle of 1°39'09", and a chord bearing N00°53'05"W, 46.24 feet to the POINT OF BEGINNING;

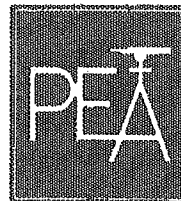
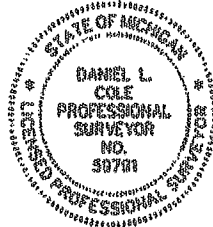
thence along said easement the following six (6) courses:

- 1) S89°56'29"W, 128.05 feet;
- 2) S00°03'31"E, 20.00 feet;
- 3) S89°56'29"W, 210.00 feet;
- 4) N00°03'31"W, 30.00 feet;
- 5) N89°56'29"E, 337.73 feet to the aforementioned West line of Venture Drive and;
- 6) along said West line 10.01 feet along the arc of a non-tangent curve to the right, having a radius of 1603.23 feet, a central angle of 0°21'27", and a chord bearing S01°53'23"E, 10.01 feet to the POINT OF BEGINNING.

Containing ±7,579 square feet of land.

Line Table		
Line #	Direction	Length
L1	N00°02'09"W	396.68'
L2	N89°56'30"E	242.98'
L3	N00°03'30"W	461.71'
L4	S89°56'29"W	128.05'
L5	S00°03'31"E	20.00'
L6	S89°56'29"W	210.00'
L7	N00°03'31"W	30.00'
L8	N89°56'29"E	337.73'

Curve Table					
Curve #	Length	Radius	Delta	CH. BRG.	Chord
C1	46.24'	1603.23'	1°39'09"	N00°53'05"W	46.24'
C2	10.01'	1603.23'	0°21'27"	S01°53'23"E	10.01'



PEA, Inc.

3430 Rochester Ct, Box 100
Troy, MI 48063-1673
P 248.888.9200
F 248.888.8244
www.peainc.com

CLIENT: J B DONALDSON COMPANY 37610 HILLS TECH DRIVE FARMINGTON HILLS, MICHIGAN 48331	SCALE: -	JOB No: 2017410
	DATE: 2--27--18	DWG. No: 1 OF 2

December 20, 2018

Darcy Rechten, Construction Engineer
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Orotex Expansion - Acceptance Documents Review
Novi # JSP17-0085
SDA Job No. NV18-208
INITIAL DOCUMENTS APPROVED
FINAL DOCUMENTS REQUIRED

Dear Ms. Rechten:

We have reviewed the Acceptance Document Package received by our office on December 11, 2018 against the Final Site Plan (Stamping Set) approved on May 9, 2018. We offer the following comments:

Initial Acceptance Documents:

1. **On-Site Water System Easement** – (executed 12/10/18: exhibit dated 2/27/18) Exhibits Approved.
2. **On-Site Sanitary Sewer Manhole Access Easement** – (executed 12/10/18: exhibit dated 4/26/18) Exhibits Approved.
3. **Storm Drainage Facility / Maintenance Easement Agreement** – (executed 12/10/18: exhibits dated 2/27/18 and 3/5/18) Exhibits A, B, C, & D Approved.
4. **Bills of Sale: Sanitary Sewer System and Water Supply System** – PROVIDED – APPROVED

Final Acceptance Documents

Upon completion of construction, the above easement descriptions will be reviewed against the as-built plans. Any revisions will be required as necessary. Additionally, 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.

5. Full Unconditional Waivers of Lien from contractors installing public utilities – SUPPLIED – APPROVED.
6. **Sworn Statement signed by Developer** - NOT SUPPLIED - **REQUIRED**

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 April 20, 2018 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): Cortney Hanson, City Clerk
 Sarah Marchioni, City Building Project Coordinator
 Ted Meadows, Spalding DeDecker
 Taylor Reynolds, Spalding DeDecker
 George Melistas, City Engineering Senior Manager
 Angie Sosnowski, City Community Development Bond Coordinator
 Beth Saarela, Johnson Rosati, Schultz, Joppich PC