



CITY OF NOVI CITY COUNCIL
MAY 8, 2023

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from KEMPL Group, LLC for The Goddard School of Novi, located on the South of Thirteen Mile Road West of Cabot Drive (parcel 50-22-12-200-050).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION:

The developer of The Goddard School of Novi located on Cabot Drive 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 Attorney (Beth Saarela, February 2, 2022) and the City Engineering consultant (Spalding DeDecker, February 2, 2022), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from KEMPL Group, LLC for Goddard School, located on the South of Thirteen Mile Road West of Cabot Drive (parcel 50-22-12-200-050).

Goddard School Located at Cabot Drive SDFMEA

Location Map



**Goddard School Located at Cabot Drive
50-22-12-200-050**

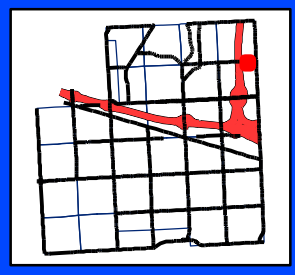
Map Author: Humna Anjum
 Date: 4/18/2023
 Project: Goddard School @ Cabot Drive
 Version: 1.0

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 332 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Legend

- Major Roads
- Minor Roads
- Project location



City of Novi

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

1 inch = 106 feet

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

February 2, 2022

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

Re: *Goddard School at Cabot JSP 19-033*
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 Goddard School at Cabot 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 a horizontal line. The signature is fluid and cursive.

Elizabeth Kudla Saarela

Enclosure

Jeffrey Herczeg, Director of Public Works
City of Novi
January 24, 2022
Page 2

C: Cortney Hanson, Clerk (w/Original Enclosure)
Charles Boulard, Community Development Director (w/Enclosure)
Barb McBeth, City Planner (w/Enclosure)
Lindsay Bell, Planner (w/Enclosure)
Christian Carroll, (w/Enclosure)
Madeleine Kopko, Planner (w/Enclosure)
Ben Peacock, Planning Assistant (w/Enclosure)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Victor Boron, Project Engineer (w/Enclosure)
Rebecca Runkel, Project Engineer (w/Enclosure)
Humna Anjum, Project Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosure)
Melissa Morris, Administrative Assistant (w/Enclosure)
Michael Freckelton/Taylor Reynolds/Ted Meadows, Spalding DeDecker (w/Enclosure)
Kevin Kempl, Kempl Group, LLC (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 2nd day of February, 2022, by and between Kempl Group, LLC, a Michigan Limited Liability Company, whose address is 54383 Royal Troon Drive, South Lyon, Michigan 48178 (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 _ 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 Childcare development on the Property.
- B. The Childcare 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 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 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
Kempl Group, LLC, a Michigan Limited Liability
Company


By: Kevin Kempl
Its: Member

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 2nd day of February, 2022,
by Kevin Kempl, as the owner of Kempl Group, LLC.


Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 12/15/2026

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 _____ 2022, 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
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STORM DRAIN FACILITY MAINTENANCE EASEMENT

LEGAL DESCRIPTIONS

PARENT PARCEL

(Per Old Republic National Title Insurance Company Commitment No. 5-668079, effective date March 13, 2019)

The Land is described as follows: Located in the City of Novi, County of Oakland, State of Michigan, and is described as follows :

Part of Lots 1 and 2 of GARVEY'S ACRES SUBDIVISION, as recorded in Liber 84, Page 3, of Plats, Oakland County Records ALSO part of the Northeast 1/4 of Section 12, Town 1 North, Range 8 East, described as: Beginning at a point distant South 85 degrees 30 minutes 26 seconds West 8.60 feet from the Southwest corner of Lot 2; thence along a curve to the right, radius of 570.00 feet, chord bearing South 40 degrees 30 minutes 31 seconds West 225.60 feet, distant of 227.16 feet; thence North 02 degrees 38 minutes 04 seconds West 502.11 feet, thence along a curve to the left, radius 5829.58 feet, chord bearing North 78 degrees 55 minutes 23 seconds East 227.32 feet, distant of 227.34 feet; thence South 06 degrees 40 minutes 17 seconds East 31.81 feet; thence along a curve to the right, radius of 559.00 feet, chord bearing South 04 degrees 47 minutes 02 seconds East 36.83 feet, distant of 36.83 feet; thence South 47 degrees 03 minutes 19 seconds East 15.63 feet; thence along a curve to the right, radius of 570.00 feet; chord bearing South 13 degrees 39 minutes 40 seconds West 303.32 feet, distant of 307.02 feet to the point of beginning.

STORM DRAIN FACILITY MAINTENANCE EASEMENT EXHIBIT D

A 20-foot wide easement for Storm Drain Facility Maintenance in a part of Lot 1 of "GARVEY'S ACRES SUBDIVISION," as recorded in Liber 84, Page 3, of Plats (O.C.R.) within the Northeast 1/4 Section 12, Town 1 North, Range 8 East, City of Novi, County of Oakland, State of Michigan, described as:

Commencing at the Southwest corner of Lot 2 of "GARVEY'S ACRES SUBDIVISION," thence South 85 degrees 30 minutes 26 seconds West 8.60 feet to the westerly line of the Cabot Drive Easement (recorded in L.2203, p.775 O.C.R.); thence along said westerly line 227.16 feet along a non-tangent curve to the right, said curve having a radius of 570.00 feet, a central angle of 22 degrees 50 minutes 02 seconds and a chord bearing South 40 degrees 30 minutes 31 seconds West 225.60 feet; thence North 02 degrees 38 minutes 04 seconds West 502.11 feet to the south line of 13 Mile Road (width varies); thence 69.26 feet along a curve to the left, said curve having a radius of 5829.58 feet, a central angle of 00 degrees 40 minutes 51 seconds, and a chord bearing North 79 degrees 41 minutes 59 seconds East 69.26 feet to the POINT OF BEGINNING of this 20-foot wide easement; thence along a non-tangent line South 16 degrees 41 minutes 05 seconds East 59.94 feet; thence North 73 degrees 18 minutes 55 seconds East 20.00 feet; thence North 16 degrees 41 minutes 05 seconds West 57.85 feet to the south line of said 13 Mile Road; thence along said south line 20.11 feet along a non-tangent curve to the left, said curve having a radius of 5829.58 feet, a central angle of 00 degrees 11 minutes 51 seconds, and a chord bearing South 79 degrees 15 minutes 38 seconds West 20.11 feet to the POINT OF BEGINNING of this 20-ft wide easement.



PEA, Inc.

2430 Rochester Ct., Ste. 100
Troy, MI 48063-1672
t: 248.689.9090
f: 248.689.1044
www.peainc.com

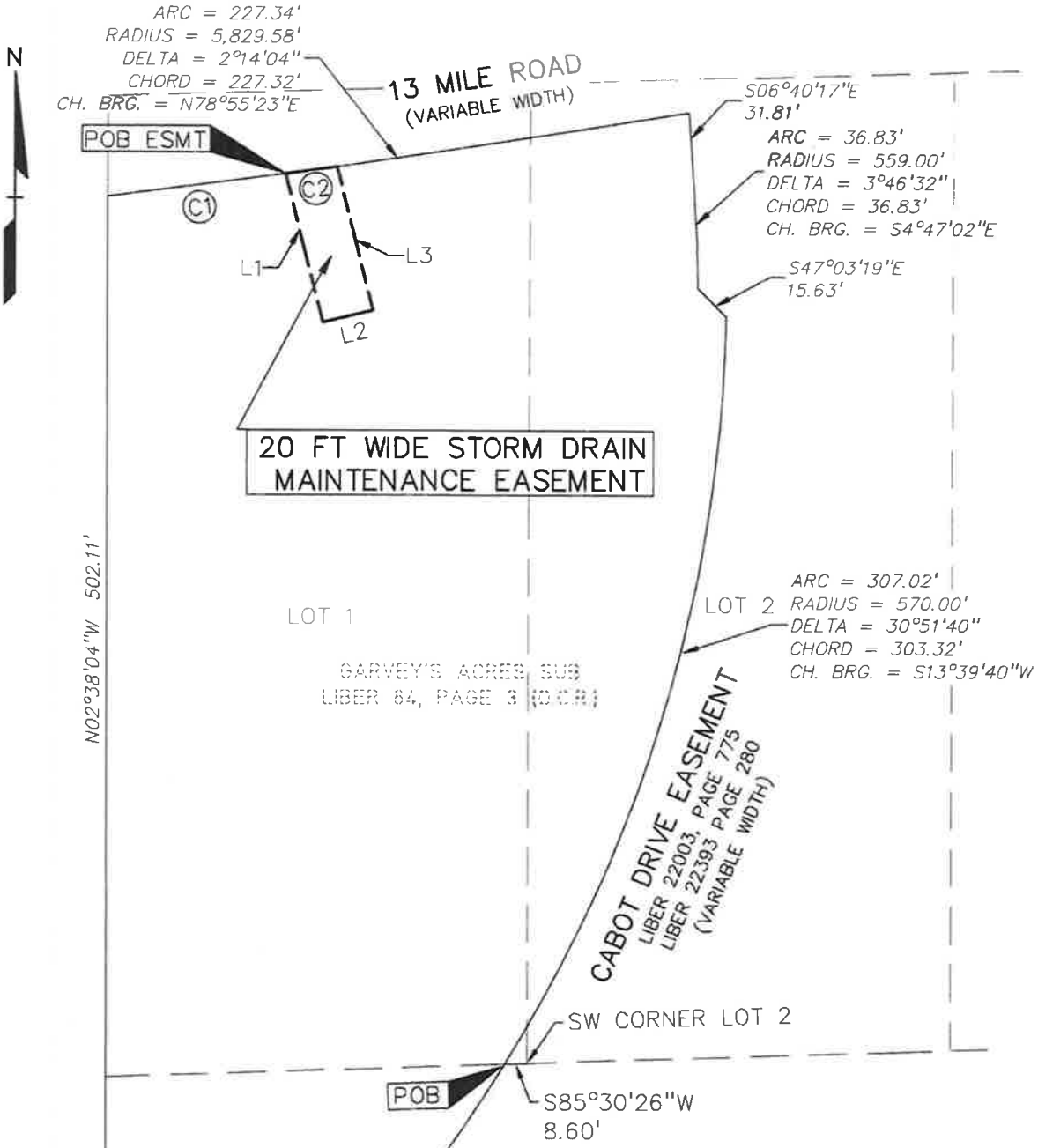
CLIENT: KEMPL GROUP, LLC 24383 ROYAL TROON DRIVE SOUTH LYON, MI 48178	SCALE: N.T.S.	JOB No: 2019-114
	DATE: 2-25-20	DWG. No: 2 of 2

Exhibit B: Storm Drainage Facility Maintenance Agreement

<u>Storm Water Facility</u>	<u>Maintenance Action</u>
Storm Sewer	After each storm that meets or exceeds 10 Year Evens, check for piping for clogging
Detention Basin	Regularly mow buffe strips. Remove sediment every 5 to 10 years or as necessary. Check basin for erosion
Buffer Strips	Periodically inspect to ensure vegetative cover

<u>Corrective Action</u>	<u>Annual Cost</u>		
	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Remove sediment from piping	\$ 150.00	\$ 150.00	\$ 175.00
Implement soil stablization meanusres to stop erosion of banks. Repair eroded banks	\$ 350.00	\$ 350.00	\$ 400.00
Mow buffer strips	\$ 250.00	\$ 250.00	\$ 300.00
	\$ 750.00	\$ 750.00	\$ 875.00

STORM DRAIN FACILITY MAINTENANCE EASEMENT



ARC = 227.34'
 RADIUS = 5,829.58'
 DELTA = 2°14'04"
 CHORD = 227.32'
 CH. BRG. = N78°55'23"E

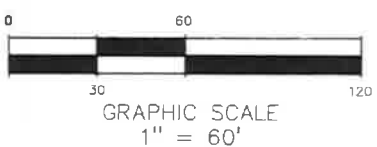
S06°40'17"E
 31.81'
 ARC = 36.83'
 RADIUS = 559.00'
 DELTA = 3°46'32"
 CHORD = 36.83'
 CH. BRG. = S4°47'02"E

S47°03'19"E
 15.63'

ARC = 307.02'
 RADIUS = 570.00'
 DELTA = 30°51'40"
 CHORD = 303.32'
 CH. BRG. = S13°39'40"W

S85°30'26"W
 8.60'

ARC = 227.16'
 RADIUS = 570.00'
 DELTA = 22°50'02"
 CHORD = 225.60'
 CH. BRG. = S40°30'31"W



Line and Curve Table					
Curve #	Length	Radius	Delta	CH. BRG.	Chord
Ⓒ1	69.26'	5829.58'	0°40'51"	N79°41'59"E	69.26'
Ⓒ2	20.11'	5829.58'	0°11'51"	S79°15'38"W	20.11'

Line #	Direction	Length
L1	S16°41'05"E	59.94'
L2	N73°18'55"E	20.00'
L3	N16°41'05"W	57.85'



PEA, Inc.

2430 Rochester Ct., Ste. 100
 Troy, MI 48063-1872
 t: 248.689.9090
 f: 248.689.1044
 www.peanc.com

CLIENT:
KEMPL GROUP, LLC
 24383 ROYAL TROON DRIVE
 SOUTH LYON, MI 48178

SCALE: 1" = 60'

JOB No: 2019-114

DATE: 2-25-20

DWG. No: 1 of 2

February 2, 2022

Jeff Herczeg
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Goddard School Cabot - Acceptance Documents Review
Novi # JSP19-0033
SDA Job No. NV20-202
INITIAL DOCUMENTS APPROVED
FINAL DOCUMENTS APPROVED

Dear Mr. Herczeg:

We have reviewed the Acceptance Document Package received by our office on February 1, 2022 against the Final Site Plan (Stamping Set) approved on October 28, 2020. We offer the following comments:

Initial Acceptance Documents:

1. On-Site Water System Easement
(executed 12/13/2021: exhibit dated 11/29/21)
Exhibit Approved.
2. On-Site Sanitary Sewer Easement
(executed 12/13/2021: exhibit dated 02/25/20)
Exhibit Approved
3. Sanitary Manhole Access Easement
(executed 12/13/2021: exhibit dated 11/29/21)
Exhibit Approved as noted: Add the callout for curve C2 to the end of the legal description of the easement.
4. Storm Drainage Facility / Maintenance Easement Agreement
(executed 12/13/2021: exhibit dated 02/25/20)
Exhibits B & C Approved.
5. Sidewalk Easement
(executed 10/30/2021: exhibit dated 10/01/20)
Exhibit Approved

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 blue/black ink as the County will reject them otherwise.

6. Bills of Sale: Sanitary Sewer System and Water Supply System
SUPPLIED – APPROVED.
7. Full Unconditional Waivers of Lien from contractors installing public utilities
SUPPLIED – APPROVED.
8. Sworn Statement signed by Developer
SUPPLIED – 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 January 23, 2020 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, PE
Project Engineer

Cc (via Email): Victor Boron, City of Novi
Taylor Reynolds, Spalding DeDecker
Courtney Hanson, City of Novi
Madeleine Daniels, City of Novi
Sarah Marchioni, City of Novi
Ted Meadows, Spalding DeDecker
Humna Anjum, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
Angie Sosnowski, City of Novi
Melissa Morris, City of Novi
Ben Peacock, City of Novi



December 21, 2021

Mr. Victor Boron
Project Engineer
Department of Public Works
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Goddard School Cabot
Site Work Final Approval**
Novi SP No.: JSP19-0033
SDA Job No.: NV20-202

Dear Mr. Boron:

Please be advised the water main, sanitary sewer, storm sewer, grading and paving for the above referenced project have been confirmed by SDA to have been completed in accordance with the approved construction plans. At this time, we recommend that the Incomplete Site Work/Utilities Financial Guarantee can be released.

Please note that we have not addressed any items related to landscaping, woodlands or wetlands because the appropriate City staff or consultants will need to address these issues.

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

Sincerely,

SPALDING DEDECKER

Heather Gendron

Digitally signed by Heather Gendron
DN: C=US, E=hgendron@sda-eng.com,
O=Spalding DeDecker, CN=Heather Gendron
Date: 2021.12.21 12:58:45-05'00'

Heather Gendron, PE
Project Manager

cc: Sarah Marchioni, City of Novi – Building Project Coordinator (e-mail)
Angela Sosnowski, City of Novi – Bond Coordinator (e-mail)
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)
James Graff, ACS Build (e-mail)
SDA Job File