



CITY of NOVI CITY COUNCIL

Agenda Item O
February 27, 2017

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from BK Novi Project, LLC for the One Salon parking lot expansion project located north of Grand River Avenue west of Novi Road (parcel 22-15-476-032).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division GDM

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

The developer for the One Salon parking lot expansion project, BK Novi Project, LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the commercial development north of Grand River Avenue and west of Novi Road, 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 detention system.

The enclosed agreement has been favorably reviewed by the City Engineering consultant and the City Attorney, as described in the letter from Beth Saarela dated January 18, 2017, and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from BK Novi Project, LLC for the One Salon parking lot expansion project located north of Grand River Avenue west of Novi Road (parcel 22-15-476-032).

One Salon

Location Map

One Salon

Crowe Dr

Novi Rd

Grand River Ave

Flint St

Map Author: Theresa Bridges
 Date: February 16, 2017
 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 was the most recent available source available to the project of the City of Novi. Boundary discrepancies 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 street and area information related to this map.



City of Novi

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



1 inch = 125 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

January 18, 2017

George D. Melistas, Engineering Senior Manager
CITY OF NOVI
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**Re: Salon One Parking Lot Expansion JSP 15-0070
Storm Drainage Facility Maintenance Easement Agreement**

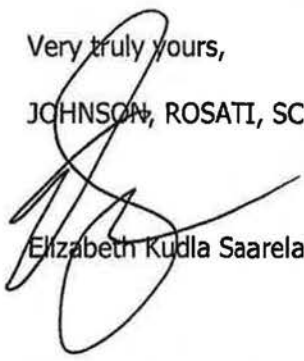
Dear Mr. Melistas:

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 Salon One property. 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,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth Kudla Saarela

Enclosures

C: Courtney Hanson, Clerk (w/Original Enclosures to follow)
Charles Boulard, Community Development Director (w/Enclosures)

George Melistas, Engineering Senior Manager
January 18, 2017
Page 2

Barb McBeth, City Planner (w/Enclosures)
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
Aaron Staup, Construction Engineer (w/Enclosures)
Theresa Bridges, Civil Engineer (w/Enclosures)
Darcy Rechten, Staff Engineer (w/Enclosures)
Brittany Allen, Taylor Reynolds, and Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)
Thomas Duke, BK Novi Properties, LLC (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 15th day of APRIL, 2016 by and between BK NOVI PROJECT LLC, whose address is 37000 GRAND RIVER SW F.HILLS (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 15 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 PARKING LOT development on the Property.

B. The PARKING 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.

Provide site specific storm water facility maintenance information per Section 12-244 of the Storm Water Management Ordinance. Attach an **Exhibit B** with description and/or tables providing an explanation of maintenance activities and a budget for maintenance and inspection for the first three years of operation. This section must contain the following statement, "The Owner and/or Association shall maintain a log of all inspection and maintenance activities and make the log available to City personnel as needed."] *This paragraph is explanatory and should be removed before submission of the agreement.

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 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 shall be 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.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

Drafted by:

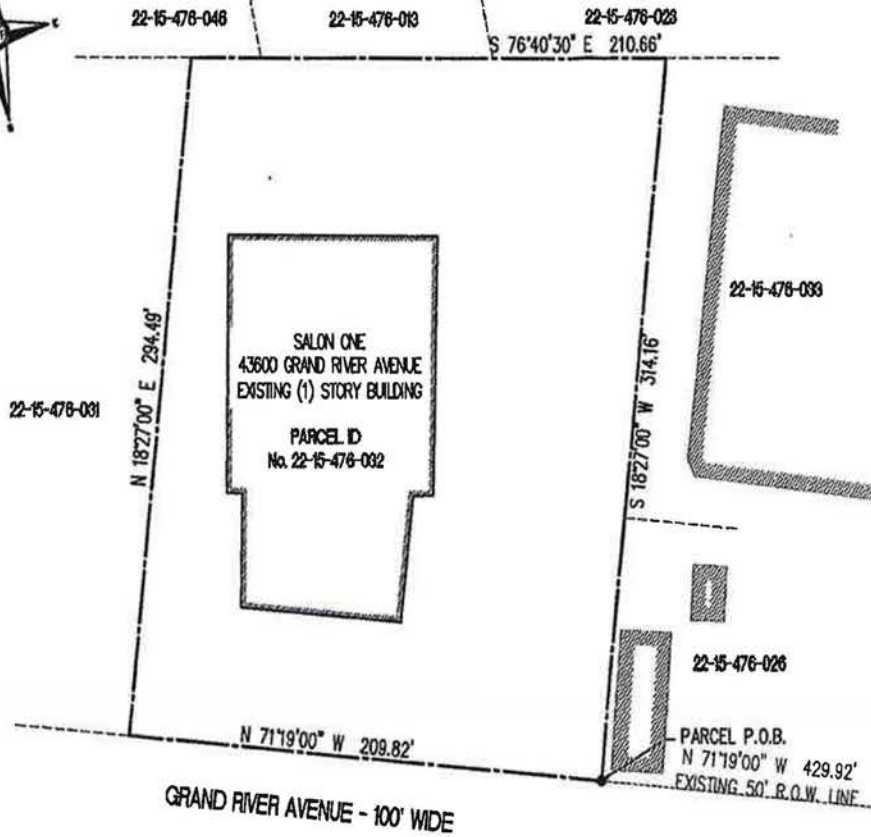
Elizabeth K. Saarela, Esquire
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

And when recorded return to:

Cortney Hanson, Clerk
City of Novi
45175 Ten Mile Road, Novi, MI 48375

Exhibit A

PARENT PARCEL SKETCH & DESCRIPTION



Chad Findley

LEGAL DESCRIPTION

PART OF LOT 6 OF "SUPERVISOR'S PLAT NO. 4" BEING A SUBDIVISION OF PART OF SOUTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 54 OF PLATS, PAGE 83, OAKLAND COUNTY RECORDS. DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF LOT 10 OF SAID PLAT; THENCE N. 71° 19' 00" W., 209.82 FEET ALONG THE SOUTH LINE OF LOT 6; THENCE N. 18° 27' 00" E., 294.49 FEET; THENCE S. 76° 40' 30" E., 210.66 FEET; THENCE S. 18° 27' 00" W., 314.16 FEET TO THE POINT OF BEGINNING.

CONTAINING ±63,850 SQUARE FEET OR 1.46 ACRES.



NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-3032
 TEL. (248) 332-7931
 FAX. (248) 332-8257

PREPARED FOR:
 Siegal/Tuomaala Associates
 29200 Northwestern Highway
 Suite 160
 Southfield, MI 48034

Contact:
 Lonny Zimmerman
 Phone: (248) 352-0099
 Fax: (248) 352-0088

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 60'	04-18-2016	TW	F824	1 of 1

Exhibit B

STORMWATER MAINTENANCE AGREEMENT

STORM WATER MANAGEMENT SYSTEM MAINTENANCE TASKS AND SCHEDULE

COMPONENTS:

VORTSENTRY	X	X	X	X	X	X	X	X	X
DRAINAGE STRUCTURES	X	X	X	X	X	X	X	X	X
CATCH BASIN SUMPS	X	X	X	X	X	X	X	X	X
STORM SEWER SYSTEMS	X	X	X	X	X	X	X	X	X
PARKING AREAS AND DRIVES	X	X	X	X	X	X	X	X	X

SCHEDULE:

TASKS:

1. INSPECT AND MAINTAIN THE VORTSENTRY UNIT PER MANUFACTURER'S RECOMMENDATIONS.
2. REGULAR INSPECTION IS THE KEY TO EFFECTIVE MAINTENANCE. THE RATE AT WHICH THE SYSTEM COLLECTS SEDIMENTS AND POLLUTANTS WILL DEPEND ON THE SITE ACTIVITIES AND SEASONS. REGULAR SWEEPING WILL SLOW ACCUMULATIONS.
3. INSPECT THE ENTIRE STORM EVENT AND PERFORM MAINTENANCE AND REPAIR AS NECESSARY.

THE OWNER SHALL MAINTAIN A LOG OF ALL INSPECTION AND MAINTENANCE ACTIVITIES AND MAKE THE LOG AVAILABLE TO CITY PERSONNEL AS NEEDED.

REQUIRED MAINTENANCE

REMOVE GAS, OILS, AND SEDIMENTS WHICH MAY BUILD UP IN THE VORTSENTRY STRUCTURE TWICE A YEAR, THE FIRST WEEK OF MAY AND NOVEMBER EACH YEAR.

ESTIMATED COST FOR OPERATION FOR THE FIRST 3 YEARS OF MAINTENANCE IS \$3,000.00



Chad Findley



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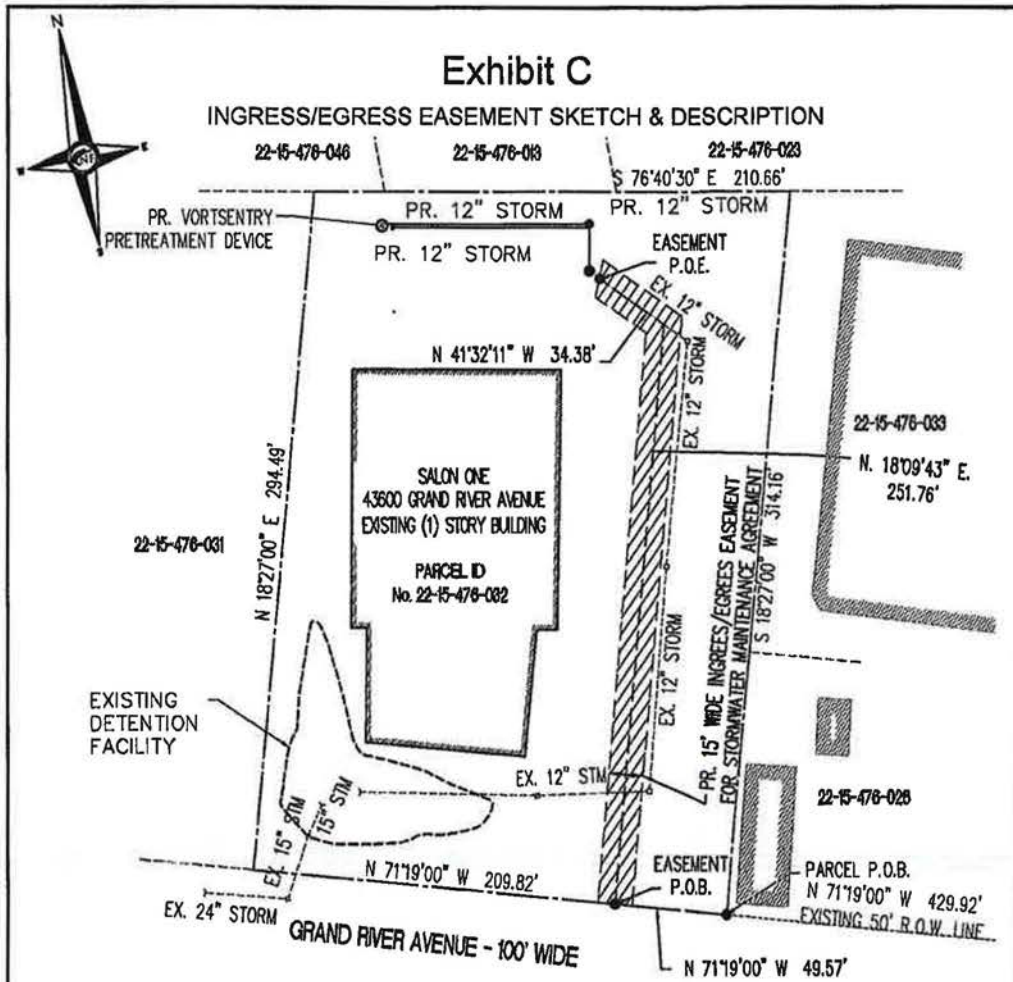
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Suite 160
Southfield, MI 48034

Contact:
Lonny Zimmerman
Phone: (248) 352-0099
Fax: (248) 352-0088

SCALE	DATE	DRAWN	JOB NO.	SHEET
N/A	04-18-2016	TW	F824	1 of 1

Exhibit C

INGRESS/EGRESS EASEMENT SKETCH & DESCRIPTION



Chad Findley

INGRESS/ EGRESS EASEMENT DESCRIPTION
 A 15.00 FOOT WIDE E DETENTION AREA EASEMENT BEING 7.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
 PART OF LOT 6 OF "SUPERVISOR'S PLAT NO. 4" BEING A SUBDIVISION OF PART OF SOUTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 54 OF PLATS, PAGE 83, OAKLAND COUNTY RECORDS. DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF LOT 10 OF SAID PLAT; THENCE N. 71° 19' 00" W., 49.57 FEET TO A POINT OF BEGINNING; THENCE N. 18° 09' 43" E., 251.76 FEET; THENCE N. 41° 32' 11" W., 34.38 FEET TO A POINT OF ENDING.



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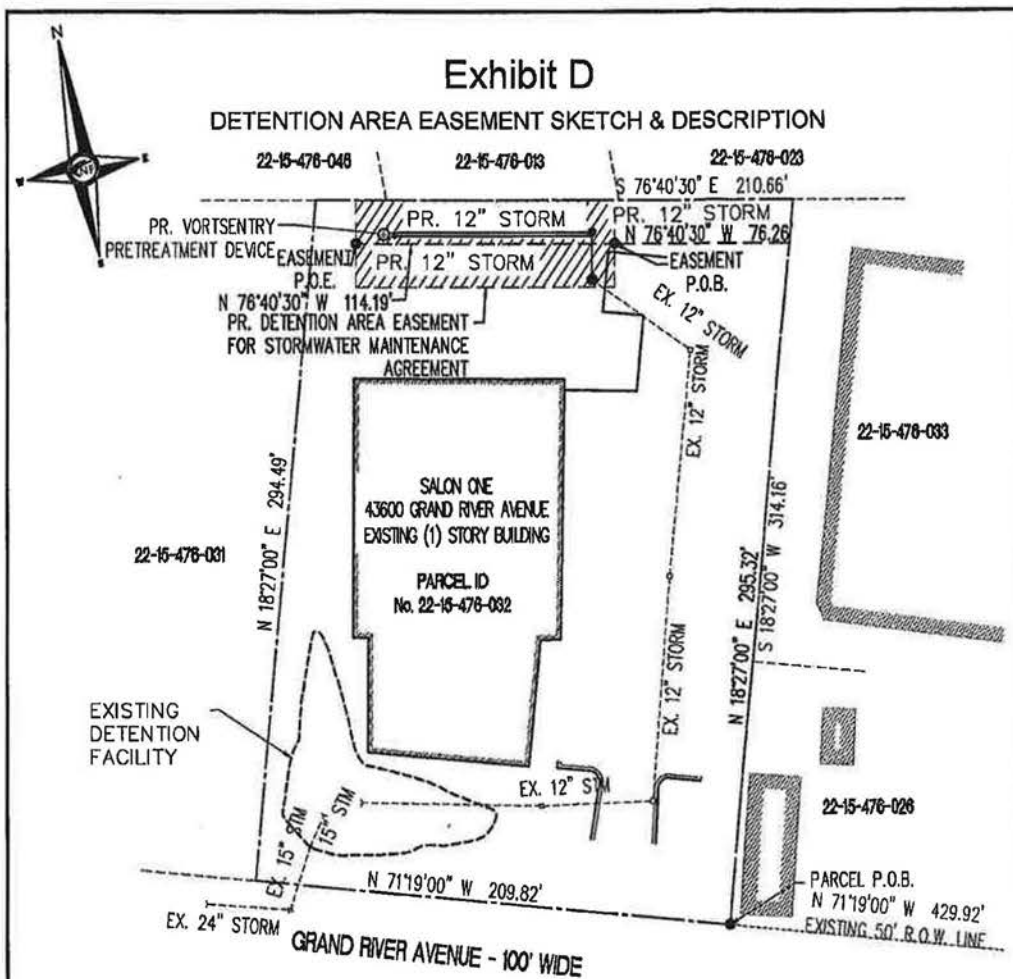
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Contact:
 Lonny Zimmerman
 Phone: (248) 352-0099
 Fax: (248) 352-0088

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 60'	04-18-2016	TW	F824	1 of 1

Exhibit D

DETENTION AREA EASEMENT SKETCH & DESCRIPTION



DETENTION AREA EASEMENT DESCRIPTION

A 37.38 FOOT WIDE E DETENTION AREA EASEMENT BEING 18.69 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

PART OF LOT 6 OF "SUPERVISOR'S PLAT NO. 4" BEING A SUBDIVISION OF PART OF SOUTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 54 OF PLATS, PAGE 83, OAKLAND COUNTY RECORDS. DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF LOT 10 OF SAID PLAT; THENCE N. 18° 27' 00" E., 295.32 FEET; THENCE N. 76° 40' 30" W., 76.26 FEET TO A POINT OF BEGINNING; THENCE N. 76° 40' 30" W., 114.19 FEET TO A POINT OF ENDING.



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