CITY OF NOVI cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item G February 9, 2015

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Gagliano Enterprises, LLC, for the Collex Collision development located south of Grand River Avenue and east of Novi Road (parcel 22-23-152-004)

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

The developer for Collex Collision, Gagliano Enterprises, LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the new commercial development project located on Novi Road south of Grand River Avenue 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 storm water detention basin and is providing an access easement to the basin. The owner is also responsible for maintaining the pipes and manholes leading to and from the on-site storm water system.

The enclosed agreement has been favorably reviewed by City Staff and the City Attorney (Beth Saarela's December 5, 2014 letter, attached) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Gagliano Enterprises, LLC, for the Collex Collision development located south of Grand River Avenue and east of Novi Road (parcel 22-23-152-004)

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Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				1
Council Member Markham				

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Council Member Mutch				
Council Member Poupard				
Council Member Wrobel				



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 mended. Pleased contact the City Gli Manager to







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



1 inch = 145 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.johnsonrosati.com

December 5, 2014

Rob Hayes, Public Services Director City of Novi, Department of Public Services Field Services Complex 26300 Lee BeGole Drive Novi, MI 48375

Re:

Collex Collision JSP 13-0019

Storm Drainage Facility Maintenance Easement Agreement

Dear Mr. Hayes:

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 Collex Collision Property. The Agreement is in the City's standard format and has been executed by the property owner, Gagliano Enterprises, LLC. The City's Consulting Engineer has approved the Storm Drainage Facility Maintenance Easement Agreement exhibits. The Agreement is 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,

BETTIK, SAARELA

EKS

Enclosures

C: Maryanne Cornelius, Clerk (w/ Original Enclosures)

Charles Boulard, Community Development Director (w/Enclosures)

Barb McBeth, Deputy Community Development Director (w/Enclosures)

Sheila Weber, Treasurer's Office (w/Enclosures)

Kristin Pace, Treasurer's Office (w/Enclosures)

Adam Wayne, Construction Engineer (w/Enclosures)

Rob Hayes, Public Services Director December 5, 2014 Page 2

Aaron Staup, Construction Engineering Coordinator (w/Enclosures)
Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
Adam Wayne, Construction Engineer (w/Enclosures)
Brittany Allen and Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Mary Beth Fuson, Brivar Construction (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 3rd day of November, 2014, by and between Gagliano Enterprises, LLC, a Michigan Limited Liability Company, whose address is 29187 Gratiot Avenue, MI 48066 (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 4 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 an industrial building development on the Property.
- B. The industrial building Development, shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, an oil/gas separator, and 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 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 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.

Gagliano Enterprises, LL

By: John Gagliano

Its: Manager,

STATE OF MICHIGAN)	•
) ss.	
COUNTY OF MACOMB)	
The foregoing instrument was acknowled by John Gagliano, as the Manager of Gagliano Enterprise of Gagliano Enterpr	
	A Municipal Corporation
	By: Its:
STATE OF MICHIGAN)	
) ss.	
COUNTY OF OAKLAND)	
The foregoing instrument was acknowled 2014, by,, on below	edged before me on thisday of November half of the City of Novi, a Municipal Corporation.
	Notary Public
	Acting in Oakland County, Michigan
	My Commission Expires:
Drafted by:	And when recorded return to:
Elizabeth Kudla Saarela	Maryanne Cornelius, City Clerk
Johnson, Rosati, Schultz & Joppich, P.C.	City of Novi
34405 West Twelve Mile Road, Suite 200	45175 W. Ten Mile Rd
Farmington Hills MI 48331-5627	Novi. MI 48375

EXHIBIT A

Part of the Southwest 1/4 and the Northwest 1/4 of Section 23, Town 1 North, Range 8 East, Michigan, described as: Beginning at the West 1/4 corner of said Section 23; thence Due North along the West line of said Section 177.45 feet; thence N 89°39'00" E, 416.78 feet to the Westerly right of way line of the C&O Railroad; thence S 36°32'10" E along said right of way line, 431.80 feet; thence N 89°47'10" W, 673.88 feet to said West line; thence N 00°00'50"E along said line, 164.45 feet to the Point of Beginning. All of the above containing 4.327 Acres. All of the above being subject to easements, restrictions and right-of-ways of record. All of the above being subject to the rights of the public in Novi Road.

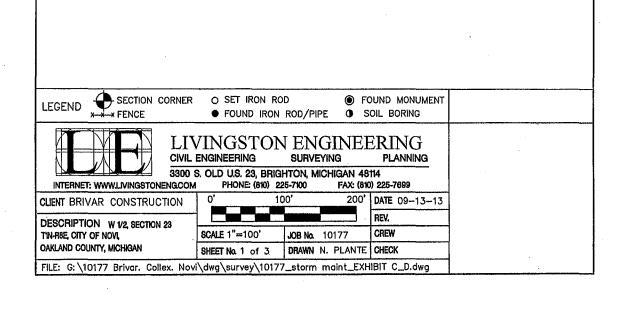


EXHIBIT B

(1 OF 2)

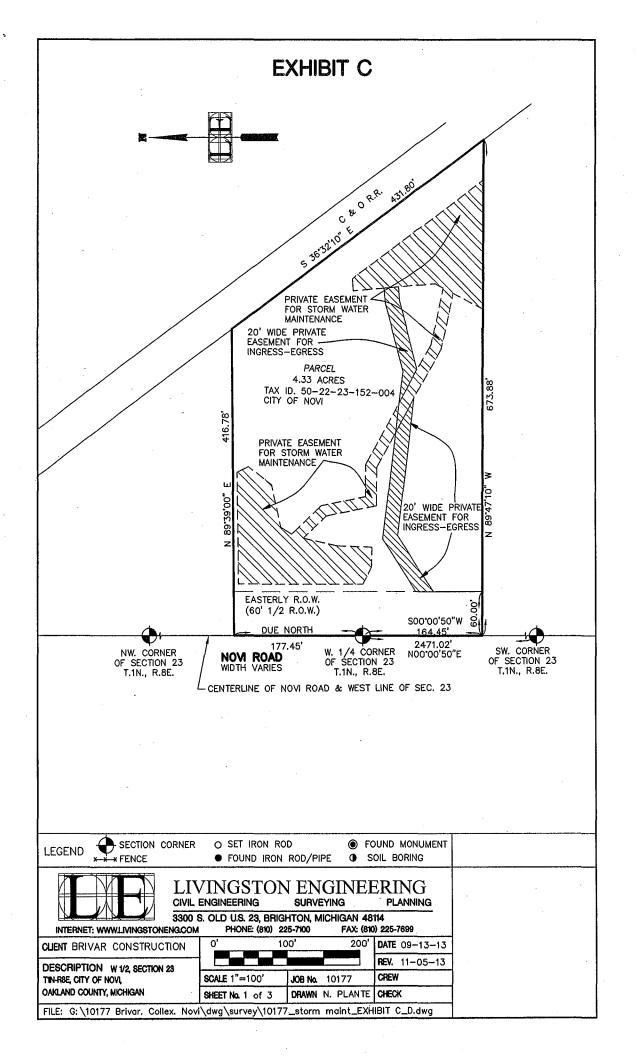
	Components								
,	Streets	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlet Casings	Ditches & Swales	Outflow Control Structures	Rip -Rap	Filtration Basins	
Tasks									Schedule
Inspect for sediment accumulation		X	X		X	X		X	Annually
Removal of sediment accumulation		X	Х		Х	Х		X	Every 2 years as needed
Inspection of floatables & debris				X	Х	Х		X	Annually
Cleaning of floatables and debris				X	Х	Χ		X	Annually
Inspection for erosion					X	x		×	Annually
Re-establish permanent vegetation on eroded slopes					Х			Х	As needed
Replacement of stone						Χ			Every 3-5 years as needed
Clean Streets	X	·							Semi-annually
Mowing					X		····	X	0-2 times/year
Inspect storm water system components during wet weather and compare to as-built plans		x	х		×	х	X	×	Annually
Make adjustment or replacements as determined by annual wet weather inspection.	·	x	х		х	х	Х	X	As Needed

^{***} Note: 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.

EXHIBIT B

(2 OF 2)

Item	Budget Amount
Annual Inspect for sediment accumulation	\$100.00
Removal of sediment accumulation every 2 years as needed	\$500.00
Inspection of floatables & debris annually & after major storms	\$100.00
Removal of floatables and debris annually & after major storms	\$150.00
Inspect system for erosion annually & after major storms	\$100.00
Re-establish permanent vegetation on eroded slopes as needed	\$150.00
Replacement of stone	\$100.00
Mowing 0-2 times per year	\$200.00
Inspect structural elements during wet weather and compare to as-built plan every 2 years	\$150.00
Make structural adjustments or replacements as determined by inspection, as needed	\$300.00
Have professional engineer carry out emergency inspections upon identification of severe problems.	\$250.00
Total Annual Budget	\$2,100.00



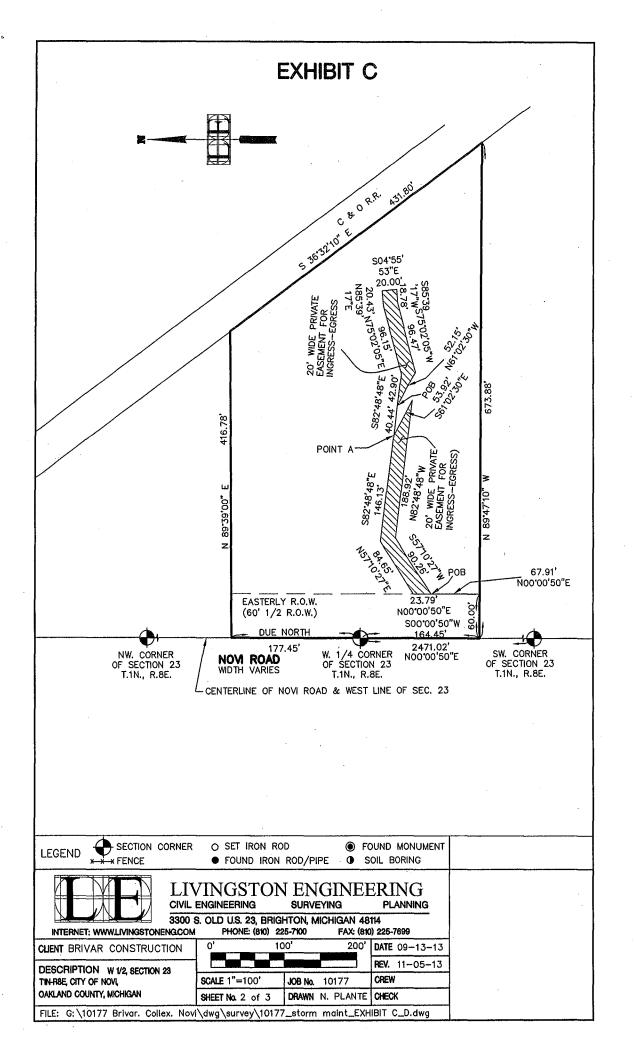
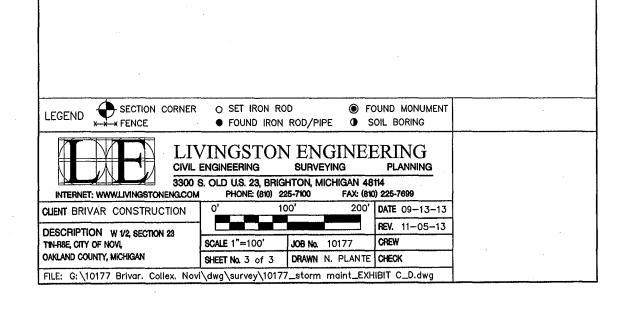


EXHIBIT C

20 FOOT WIDE INGRESS-EGRESS EASEMENT DESCRIPTIONS:

Part of the West 1/2 of Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the West 1/4 Corner of said Section 23 and the centerline of Novi Road (60.00 foot 1/2 right-of-way); thence S 00°00'50" W, 164.45 feet along said West Line of said Section 23 and the centerline of Novi Road; thence S 89°47'10" E, 60.00 feet to the easterly right-of-way of Novi Road; thence along said easterly right-of-way of Novi Road N 00°00'50" E, 67.91 feet to the Point of Beginning of the 20 foot wide Ingress-Egress Easement to be described; thence continuing along said easterly right-of-way of Novi Road N 00°00'50" E, 23.79 feet; thence N 57°10'27"E, 84.65 feet; thence S 82°48'48"E, 146.13 feet to Point A; thence S 61°02'30"E, 53.92 feet; thence N 82°48'48" W, 188.92 feet; thence S 57°10'27" W, 90.26 feet to the Point of Beginning of said easement.

Also including an 20 foot wide Ingress-Egress easement commencing from aforementioned Point A, described as follows: thence S 82°48'48" E, 40.44 feet to the Point of Beginning of the 20 foot wide Ingress-Egress Easement to be described; thence S 82°48'48"E, 42.90 feet; thence N 75°02'05" E, 96.15 feet; thence N 85°39'17" E, 20.43 feet; thence S 04°55'53" E, 20.00 feet; thence S 85°39'17" W, 18.78 feet; thence S 75°02'05" W, 96.47 feet; thence N 61°02'30" W, 52.15 feet to the Point of Beginning of said easement.



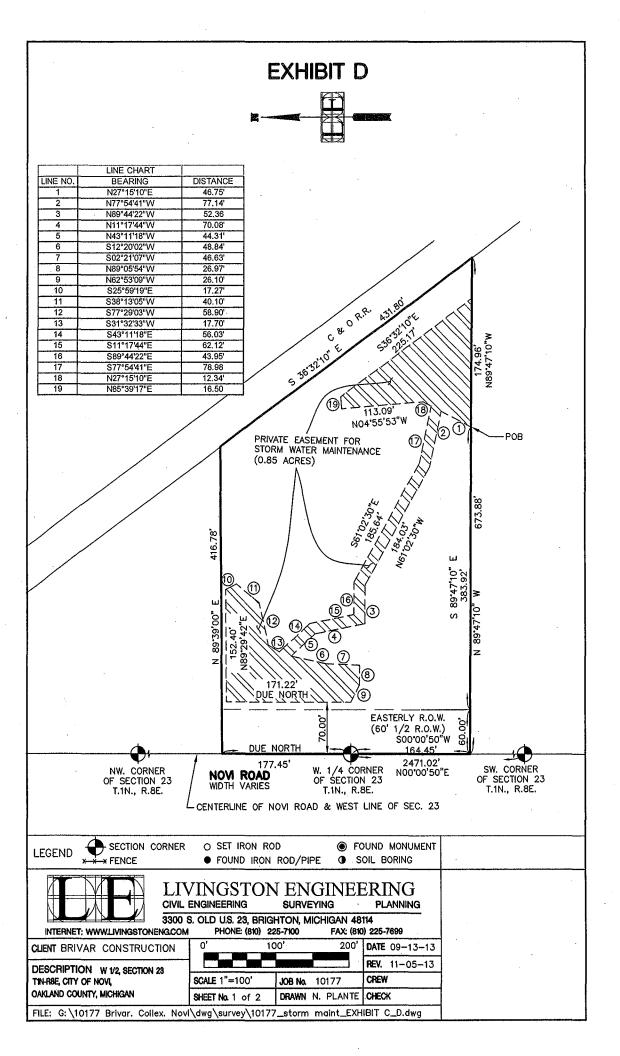


EXHIBIT D

STORM WATER MAINTENANCE EASEMENT DESCRIPTION:

Part of the West 1/2 of Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows: Commencing at the West 1/4 Corner of said Section 23 and the centerline of Novi Road (60.00 foot 1/2 right-of-way); thence S 00°00'50" W, 164.45 feet along said West Line of said Section 23 and the centerline of Novi Road; thence S 89°47'10" E, 60.00 feet to the easterly right-of-way of Novi Road; thence S 89°47'10" E, 383.92 feet to the Point of Beginning of the Storm Water Maintenance Easement to be described; thence N 27°15'10" E, 46.75 feet; thence N 77°54'41" W, 77.14 feet; thence N 61°02'30" W, 184.03 feet; thence N 89°44'22" W, 52.36 feet; thence N 11°17'44" W, 70.08 feet; thence N 43°11'18" W, 44.31 feet; thence S 12°20'02" W, 48.84 feet; thence S 02°21'07" W,46.63 feet; thence N 89°05'54" W, 26.97 feet; thence N 62°53'09" W, 26.10 feet; thence Due North, 171.22 feet; thence N 89°29'42" E, 152.40 feet; thence S 25°59'19" E, 17.27 feet; thence S 38°13'05" W, 40.10 feet; thence S 77°29'03" W, 58.90 feet; thence S 31°32'33" W, 17.70 feet; thence S 43°11'18" E, 56.03 feet; thence S 11°17'44" E, 62.12 feet; thence S 89°44'22" E, 43.95 feet; thence S 61°02'30" E, 185.64 feet; thence S 77°54'41" E, 78.98 feet; thence N 27°15'10" E, 12.34 feet; thence N 04°55'53" W, 113.09 feet; thence N 85°39'17" E, 16.50 feet; thence S 36°32'10" E, 225.17 feet; thence N 89°47'10" W, 174.96 feet to the Point of Beginning of said easement, containing 0.85 acres more or less.

