



## CITY of NOVI CITY COUNCIL

**Agenda Item G**  
**January 8, 2018**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Hino Motors Sales U.S.A., Inc. for the Hino Motors project located south of Twelve Mile Road, west of Taft Road (parcel 22-16-226-019).

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division

**CITY MANAGER APPROVAL:** 

**BACKGROUND INFORMATION:**

The developer for Hino Motors, Hino Motors Sales U.S.A., requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the storm water management system associated with the project.

The Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) 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 of 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 a storm water detention and sedimentation area and is providing an access easement to the detention basin and oil/gas separator. The owner is also responsible for maintaining the pipes, storm sewer structures and open channels leading to and from the on-site sewer system.

The enclosed agreement has been favorably reviewed by the City Engineering consultant (Spalding DeDecker, December 4, 2017) and the City Attorney (Beth Saarela, December 6, 2017) and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Hino Motors Sales U.S.A., Inc. for the Hino Motors project located south of Twelve Mile Road, west of Taft Road (parcel 22-16-226-019).

# Hino Motors

## Location Map

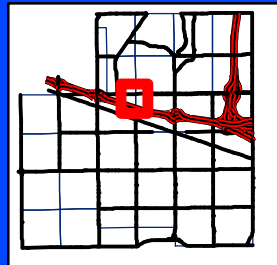


Map Author: Theresa Bridges  
 Date: December 14, 2017  
 Project:  
 Version #:

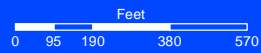
Amended By:  
 Date:  
 Department:

**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 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.



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



1 inch = 472 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@jrslaw.com

www.jrslaw.com

October 26, 2017

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

**Re: Hino Motors JSP 17-0002  
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 Hino Motors. 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.

Sincerely,

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



Elizabeth K. Saarela

Enclosures

C: Cortney Hanson, Clerk (w/Original Enclosures to follow)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, City Planner (w/Enclosures)

George Melistas, Engineering Senior Manager

October 26, 2017

Page 2

Sri Komaragiri, Planner (w/Enclosures)

Hannah Smith, Planning Assistant (w/Enclosures)

Sarah Marchioni, Building Permit Coordinator (w/Enclosures)

Theresa Bridges, Construction Engineer (w/Enclosures)

Darcy Rechten, Plan Review Engineer (w/Enclosures)

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)

Teresa Bruce, D & G Investment Company (w/Enclosures)

Thomas R. Schultz, Esquire (w/Enclosures)

**STORM DRAINAGE FACILITY**  
**MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this 15<sup>th</sup> day of May, 2017, by and between Hino Motors Sales U.S.A., Inc., a Delaware Corporation, whose address is 41180 Bridge St, 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 16 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     OST     development on the Property.
- B. The     OST     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 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  
Hino Motors Sales U.S.A., Inc.  
a Delaware Corporation

  
By: Keiichiro Horikoshi  
Its: SVP, Secretary and Treasurer

STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF OAKLAND     )

The foregoing instrument was acknowledged before me this 27 day of September 2017, by Keiichiro Horikoshi, as the SVP, Secretary and Treasurer of Hino Motors Sales U.S.A., Inc.

  
Notary Public  
Acting in Oakland County, Michigan  
My Commission Expires: 11-21-20

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

## PARCEL DESCRIPTION

### LEGAL DESCRIPTION - SUBJECT PARCEL

PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 16 BEING A DISTANT S00°05'00"W 78.78 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 16; THENCE CONTINUING SOUTH 00 DEGREES 05 MINUTES 00 SECONDS WEST, 1243.10 FEET ALONG SAID EAST LINE OF SECTION 16; THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS WEST, 357.82 FEET; THENCE NORTH 23 DEGREES 31 MINUTES 09 SECONDS WEST, 464.59 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 08 SECONDS EAST, 897.68 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 16; THENCE SOUTH 89 DEGREES 57 MINUTES 52 SECONDS EAST, 487.32 FEET ALONG SAID NORTH LINE; THENCE SOUTH 35 DEGREES 56 MINUTES 39 SECONDS EAST, 97.35 FEET TO THE POINT OF BEGINNING.

Tax ID 22-16-226-019



**ENGINEERS**

NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

**PREPARED FOR:**

General Development  
Two Town Square  
Suite 850  
Southfield, MI 48076

Revised: 07-19-17

SCALE	DATE	DRAWN	JOB NO.	SHEET
N.T.S.	05-16-17	APW	J497-01	1 of 5

## Exhibit B

### MAINTENANCE ACTIVITIES AND ANNUAL COST ESTIMATE STORM DRAINAGE MAINTENANCE EASEMENT

	Permanent Water Basin	Detention Basin	CMP Riser and Outlet Overflow Structures	Emergency Spillway, Rip-Rap and End Section	Buffer Strip	Cost per Occurance	Annual Cost	
<b>Maintenance Activities</b>								<b>Frequency</b>
<b>Monitoring / Inspection</b>								
• Inspect for sediment accumulation** and clogging	X	X	X	X		\$25.00	\$25.00	Annually
• Inspect for floatables, dead vegetation and debris	X	X	X	X		\$25.00	\$25.00	Annually and after major events
• Inspect for erosion and integrity of banks and berms	X	X	X	X	X	\$25.00	\$25.00	Annually and after major events
• Ensure means of access for maintenance remains clear /	X	X	X	X	X	\$25.00	\$25.00	Annually
<b>Preventative Maintenance</b>								
• Mowing		X			X	\$100.00	\$200.00	Up to 2 times per year*
• Remove floatables, dead vegetation and debris	X	X	X	X	X	\$50.00	\$50.00	As needed
• Replace or wash / reuse stone riser filters			X	X		\$150.00	\$150.00	Every 3 years, more frequently as needed**
• Remove invasive plants	X	X			X	\$100.00	\$100.00	Annually
<b>Remedial Actions</b>								
• Repair / stabilize areas of erosion	X	X	X	X	X	\$200.00	\$200.00	As needed
• Structural repairs			X	X		\$500.00	\$500.00	As needed
• Make adjustments / repairs to ensure proper functioning	X	X	X	X	X	\$200.00	\$200.00	As needed
<b>Total Annual Budget</b>							<b>\$1,500.00</b>	
* Not to exceed the length allowed by local community ordinance. ** Replace stone if it can not be adequately cleaned. Note: Costs shown are estimated and are to be used for planning and budgeting purposes only. Actual costs will								

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



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## Exhibit C

### STORM DRAINAGE MAINTENANCE INGRESS / EGRESS AND DETENTION BASIN EASEMENT DESCRIPTION

#### LEGAL DESCRIPTION - INGRESS / EGRESS

A 15 FOOT WIDE INGRESS /EGRESS MAINTENANCE EASEMENT, BEING PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT SAID NORTHEAST 1/4 OF SECTION 16; THENCE S0°05'00"W ALONG THE EAST LINE OF SAID SECTION 16, 840.09' FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE CONTINUING S0°05'00"W 15.00' FEET THENCE; S89°32'52"W 59.91 FEET; THENCE S54°25'39"W 29.66 FEET; THENCE S29°00'20"E 30.61' FEET; THENCE S60°59'40"W 15.00 FEET; THENCE N29°00'20"W 83.73 FEET; THENCE N60°59'40"E 15.00' FEET; THENCE S29°00'20"E 38.02 FEET; THENCE N54°25'39"E 32.81 FEET; THENCE N89°32'52"E 64.69 FEET TO THE POINT OF BEGINNING (P.O.B.)

#### LEGAL DESCRIPTION - DETENTION BASIN

A DETENTION BASIN EASEMENT, BEING PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT SAID NORTHEAST 1/4 OF SECTION 16; THENCE S0°05'00"W ALONG THE EAST LINE OF SAID SECTION 16, 840.09' FEET; THENCE N89°32'52"W 64.69 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE S54°25'39"W 39.33 FEET; THENCE N89°56'45"W 195.66 FEET; THENCE N75°44'42"W 130.95 FEET; THENCE N44°32'52"W 15.63' FEET; THENCE N0°27'08"E 16.00 FEET; THENCE N25°50'40"E 44.60 FEET; THENCE S89°52'09"E 330.14' FEET; THENCE S44°32'52"E 23.23 FEET; THENCE S0°27'08"W 59.52 FEET TO THE POINT OF BEGINNING (P.O.B.)



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**PREPARED FOR:**

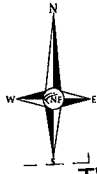
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Revised: 07-19-17

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 150'	05-16-17	APW	J497-01	3 of 5

# Exhibit D

## STORM DRAINAGE MAINTENANCE INGRESS / EGRESS EASEMENT SKETCH



TWELVE MILE ROAD  
(R.O.W. Varies)

NORTH LINE OF SECTION 16

S89°57'52"E 487.32'

EX. 33' R.O.W.

PR. 60' R.O.W.

S89°57'52"E 511.53'

N0°02'08"E 837.88'

160.00'

TAFI ROAD  
(66' wide)

S0°05'00"W 1,243.10'

N.E. CORNER  
SECTION 16  
T.1N., R.8E.

S35°56'39"E 97.35'

S0°05'00"W 78.78'

P.O.B. SUBJECT PARCEL

S0°05'00"W  
840.09'

S29°00'20"E  
38.02'

N54°25'39"E  
32.81'

N89°32'52"E  
64.69'

P.O.B. STORM  
INGRESS/EGRESS  
EASEMENT

S0°05'00"W  
15.00'

S89°32'52"W  
59.91'

S54°25'39"W  
29.66'

S29°00'20"E  
30.61'

S60°59'40"W  
15.00'

N60°59'40"E  
15.00'

N29°00'20"W  
83.73'

N23°31'09"W 464.59'

S89°46'00"W 357.82'

STATUTORY 33' R.O.W. LINE

EAST LINE OF SECTION 16



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PREPARED FOR:

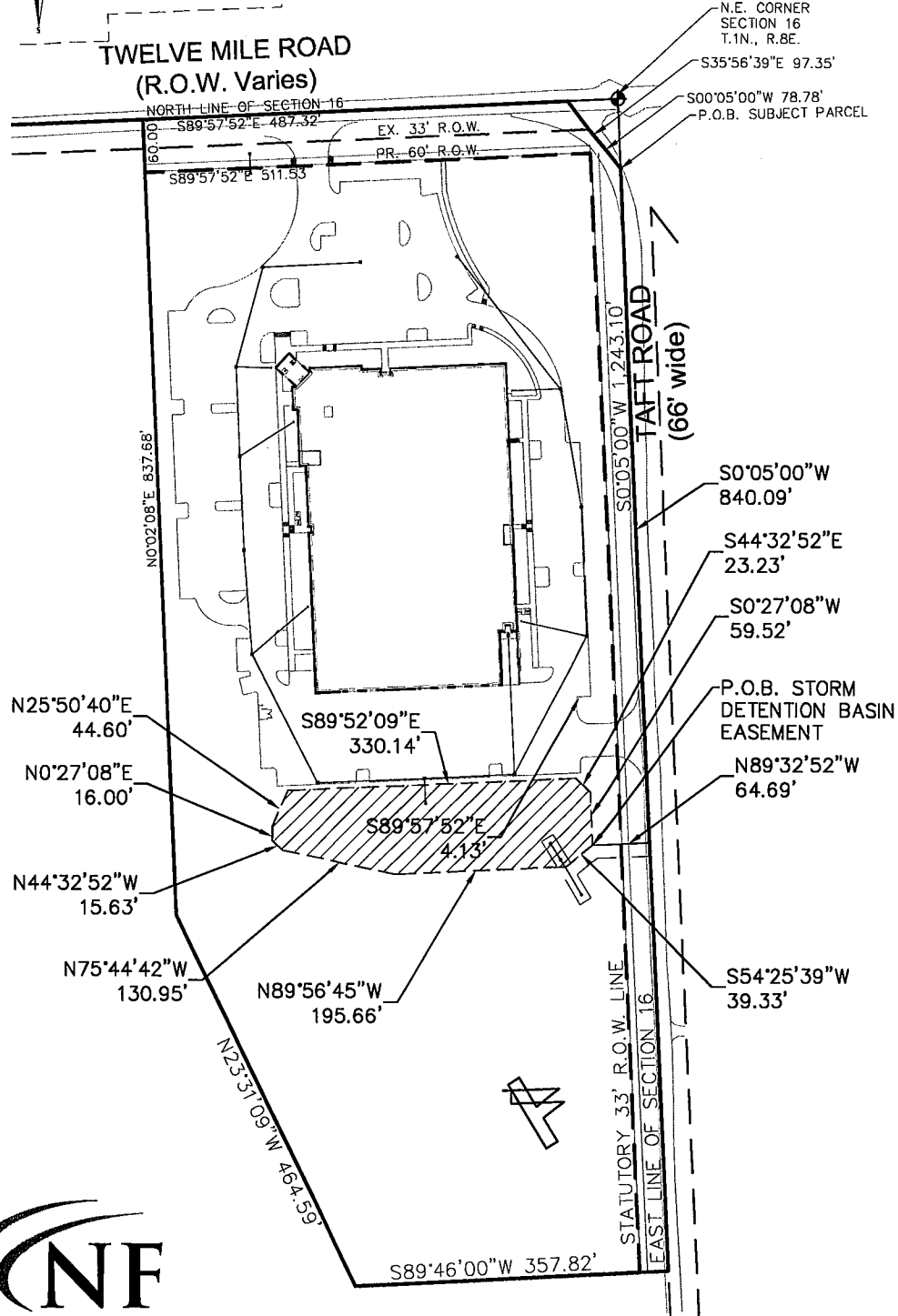
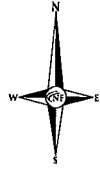
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1" = 150'	05-12-17	APW	J497-01	4 of 5

# Exhibit D

## STORM DRAINAGE DETENTION BASIN EASEMENT SKETCH



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Revised: 07-19-17  
SCALE 1" = 150'  
DATE 05-12-17  
DRAWN APW  
JOB NO. J497-01  
SHEET 5 of 5

October 18, 2017

Teresa Bruce  
D&G Investment Company  
Two Towne Square, Suite 850  
Southfield, Michigan 48076

Re: Hino Motors - Acceptance Documents Review  
Novi # JSP17-0002  
SDA Job No. NV17-220  
**FINAL DOCUMENTS REQUIRED**

Dear Ms. Bruce:

We have reviewed the Acceptance Document Package received by our office on September 28, 2017 against the Final Site Plan (Stamping Set) approved on June 16, 2017. 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: exhibit dated 07-19-17) – Exhibits Approved.
2. Storm Drainage Facility / Maintenance Easement Agreement – (executed: exhibit dated 07-19-17) – Exhibits Approved.
3. Covenant Deed – (executed, unrecorded, dated 06-16-17) – Exhibits Approved.
4. Bills of Sale: Water Supply System – SUPPLIED – Approved.
5. **Full Unconditional Waivers of Lien from contractors installing public utilities – NOT SUPPLIED – REQUIRED.**
6. **Sworn Statement - NOT SUPPLIED - REQUIRED**
7. Maintenance and Guarantee Bond – (in the amount of \$30,912.50) – 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 June 2, 2017 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**



Brittany Allen, 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  
                                  Theresa Bridges, City Construction Engineer  
                                  Darcy Rehtien, City Construction Engineer  
                                  Angie Pawlowski, City Community Development Bond Coordinator  
                                  Patrick Williams, Nowak & Fraus Engineers