# CITY OF NOVI CITY COUNCIL DECEMBER 18, 2023



**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement

for Vibe Credit Union located on the south side of 12 Mile Road and west

of Cabaret Drive (parcel 50-22-15-126-023).

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

#### **BACKGROUND INFORMATION:**

The developer of Vibe Credit Union 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 on-site storm water maintenance system has been inspected by Spalding DeDecker. Attached is the inspection approval letter dated July 11, 2022. The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, June 16, 2021) and the City Engineering consultant (Spalding DeDecker, June 17, 2021), and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement for Vibe Credit Union located on the south side of 12 Mile Road and west of Cabaret Drive (parcel 50-22-15-126-023).

# **VIBE CREDIT UNION - New Building SDFMEA Location Map** Twelve Mile Rd Vibe Credit Union - New Building 50-22-15-126-023 Cabaret Dr Legend **City of Novi** Engineering Division Department of Public Works 26300 Lee BeGole Drive Novi, MI 48375 Amended By: Date: - Major Roads Ckton Dr - Minor Roads Department: Project location

1 inch = 105 feet

# ELIZABETH KUDLA SAARELA

esaarela@rsjalaw.com

27555 Executive Drive, Suite 250 Farmington Hills, Michigan 48331 P 248.489.4100 | F 248.489.1726 rsjalaw.com



June 16, 2021

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

Re: Vibe Credit Union JSP 20-0014

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 Vibe Credit Union 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 & AMPSBUECHLER PC

Elizabeth Kudla Saarela

Enclosure

Jeffrey Herczeg, Director of Public Works City of Novi June 16, 2021 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)

Madeleine Daniels, Planning Assistant (w/Enclosure)

Angie Sosnowski, Community Development Bond Coordinator (w/Enclosure)

Kate Richardson, Plan Review Engineer (w/Enclosure)

Ben Croy, City Engineer (w/Enclosure)

Kate Richardson, Project Engineer (w/Enclosures)

Victor Boron, Project Engineer (w/Enclosure)

Rebecca Runkel, Project Engineer (w/Enclosure)

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)

Bridgette Ronnisch Valade, Ronnisch Construction Group (w/Enclosure)

Thomas R. Schultz, Esquire (w/Enclosure)

# STORM DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 201 day of May, 202, by and between Vibe Credit Union, a Michigan state chartered credit union, whose address is 44575 W. 12 Mile Road, Novi, MI 48377 (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 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 credit union branch development on the Property.
- B. The credit union branch 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 Vibe Credit Union  Wallan Community  By:_Allan K. McMorris Its: President/CEO
STAŢE OF MICHIGAN )	
) ss. COUNTY OF OAKLAND )	
The foregoing instrument was acknowledge Allan K. McMorris, as the President/CEO of Vibe Cr	Notary Public Acting in Oakland County, Michigan My Commission Expires: 12 25) 25  CITY OF NOVI A Municipal Corporation
	By: Its:
STATE OF MICHIGAN ) ss.	
COUNTY OF OAKLAND )	
	wledged before me on thisday of, on behalf of the City of Novi, a
	8
	Notary Public Acting in Oakland County, Michigan My Commission Expires:
Drafted by: Elizabeth Kudla Saarela	And when recorded return to: Cortney Hanson, City Clerk

Johnson, Rosati, Schultz & Joppich, P.C.	City of Novi
27555 Executive Drive, Suite 250	45175 Ten Mile Rd
Farmington Hills, MI 48331	Novi, MI 48375

.

# Exhibit A

PARCEL LEGAL DESCRIPTION

LEGAL DESCRIPTION - TIMBER CREEK OFFICE PARK - UNIT 1 (PARCEL I.D. 22-15-126-023)

UNIT 1, TIMBER CREEK OFFICE PARK, ACCORDING TO THE MASTER DEED RECORDED IN LIBER 26386, PAGES 25 THROUGH 61, INCLUSIVE, OAKLAND COUNTY RECORDS, AS RE—RECORDED IN LIBER 27156, PAGES 781 THROUGH 819, INCLUSIVE, OAKLAND COUNTY RECORDS, FIRST AMENDMENT TO MASTER DEED AS RECORDED IN LIBER 27258, PAGE 184, OAKLAND COUNTY RECORDS, AND SECOND AMENDMENT TO MASTER DEED AS RECORDED IN LIBER 54996, PAGE 474, AS AMENDED, AND DESIGNATED AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1456, TOGETHER WITH RIGHTS IN THE GENERAL COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS AS SHOWN ON THE MASTER DEED AND AS DESCRIBED IN ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

PARCEL ID NO.: 22-15-126-023



FAX. (248) 332-8257

VIBE CREDIT UNION

**SCALE** NTS

DATE

DRAWN

JOB NO. K911

SHEET

PREPARED FOR:

11-20-20

CEE

1 of 1

# Exhibit B

MAINTENANCE ACTIVITIES AND ANNUAL COST ESTIMATE -STORM DRAINAGE MAINTENANCE

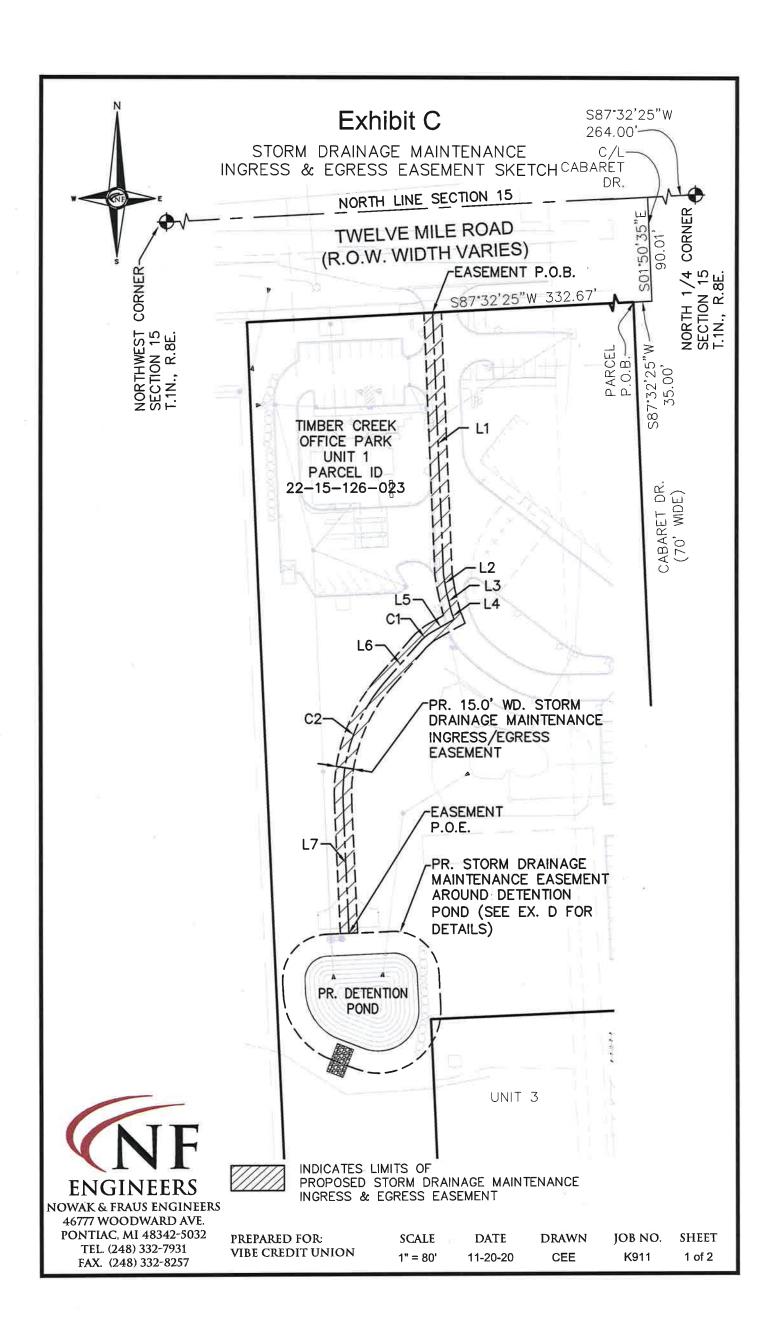
### MAINTENANCE PLAN BUDGET

TASKS	ANNUAL FREQUENCY	COST PER OCCURENCE	ANNUAL COST
ANNUAL INSPECTION FOR SEDIMENT ACCUMULATION	2	\$100.00	\$200.00
REMOVAL OF SEDIMENT ACCUMULATION IN PRETREATMENT STRUCTURE	2	\$500.00	\$1,000.00
INSPECT FOR FLOATABLES AND DEBRIS ANNUALLY AND AFTER MAJOR STORMS	AS NEEDED	\$25.00	\$150.00
REMOVAL OF FLOATABLES AND DEBRIS ANNUALLY AND AFTER MAJOR STORMS	AS NEFDED	\$150.00	\$150.00
INSPECT SYSTEM FOR EROSION ANNUALLY AND AFTER MAJOR STORMS	AS NEEDED	\$25.00	\$150.00
TOTAL ANNUAL BUDGET			\$1,650.00

Note: Costs shown are estimated and are to be used for planning and budgeting puroposes only. Actual costs will vary.

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 C

STORM DRAINAGE MAINTENANCE INGRESS & EGRESS EASEMENT LINE AND CURVE TABLES AND LEGAL DESCRIPTION

Line Table				
Line #	Line # Direction			
L1	S1°49'03"E	228.38		
L2	S9°07'52"E	14.86		
L3	S13°06'38"E	18.49		
L4	S20°44'14"E	6.30		
L5	S61°06'53"W	20.36		
L6	S41°34'07"W	44.01		
L7	S1*50'35"E	114.31		

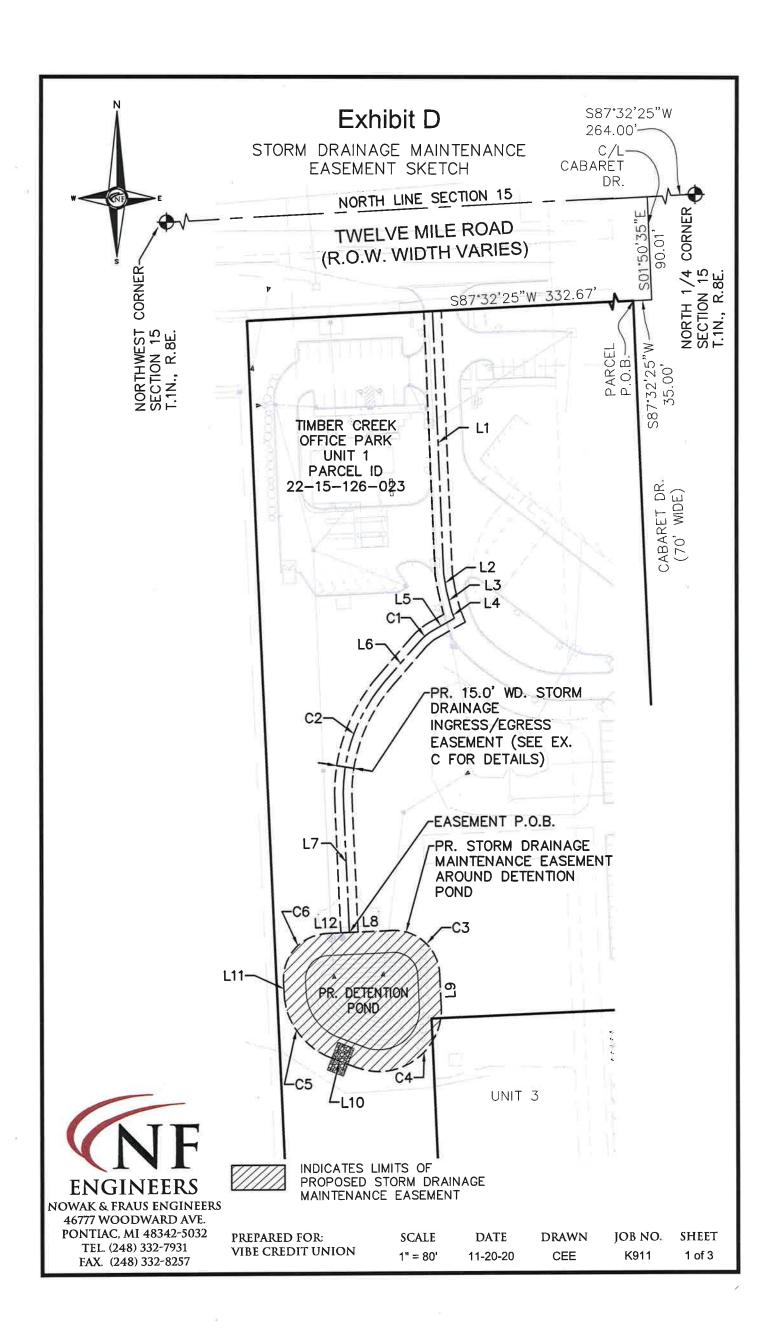
Curve Table					
Curve #	Delta	Length	Radius	Chord	Chord Distance
C1	19'32'46"	17.06'	50.00'	S51'20'29.98"W	16.97'
C2	43'24'42"	113.65	150.00'	S19*51'45.85"W	110.95'

# LEGAL DESCRIPTION - STORM DRAINAGE MAINTENANCE (INGRESS / EGRESS EASEMENT)

THE CENTERLINE OF A (15.00) FOOT WIDE INGRESS/EGRESS EASEMENT FOR STORM DRAININAGE MAINTENANCE BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, THENCE S87'32'25"W, 264.00 FEET ALONG THE NORTH LINE OF SECTION 15 TO THE CENTERLINE OF CABARET DRIVE; THENCE S01'50'35"E, 90.01 FEET TO THE SOUTHERLY 90' RIGHT-OF-WAY LINE OF TWELVE MILE ROAD; THENCE S87'32'25"W, 35.00 FEET TO THE PARCEL POINT OF BEGINNING; THENCE S.87'32'25"W., 332.67 FEET ALONG THE PARCEL LINE TO THE EASEMENT POINT OF BEGINNING; THENCE S1'49'03"E, 228.38 FEET; THENCE S9'07'52"E, 14.86 FEET; THENCE S13'06'38"E, 18.49 FEET; THENCE S20'44'14"E, 6.30 FEET; THENCE S61'06'53"W, 20.36 FEET; THENCE 17.06 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS=50.00 FEET, DELTA=19'32'46", CHORD=S51'20'29.98"W, 16.97 FEET); THENCE S41'34'07"W, 44.01 FEET; THENCE 113.65 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS=150.00 FEET, DELTA=43'24'42", CHORD=S19'51'45.85"W, 110.95 FEET); THENCE S1'50'35"E, 114.31 FEET; TO THE EASEMENT POINT OF ENDING.

SAID EASEMENT CONTAINS 8,660.94 SQUARE FEET OR 0.199 ACRES





# Exhibit D

STORM DRAINAGE MAINTENANCE EASEMENT LINE AND CURVE TABLES

Line Table				
Line # Direction		Length		
L1	S1°49'03"E	228.38		
L2	S9°07'52"E	14.86		
L3	S13'06'38"E	18.49		
L4	S20°44'14"E	6.30		
L5	S61°06'53"W	20.36		
L6	S41°34'07"W	44.01		
L7	S1*50'35"E	114.31		

Curve Table					
Curve #	Delta	Length	Radius	Chord	Chord Distance
C1	19'32'46"	17.06'	50.00'	S51°20'29.98"W	16.97
C2	43°24'42"	113.65	150.00'	S19*51'45.85"W	110.95'

Line Table				
Line #	Direction	Length		
L8	S88'09'25"W	37.34		
L9	N1°50'35"W	29.31		
L10	S6817'58"E	22.89		
L11	S1°50'35"E	11.00		
L12	S88*09'25"W	19.75		

Curve Table					
Curve #	Delta	Length	Radius	Chord	Chord Distance
С3	90°00'00"	61.26'	39.00'	N46'50'35.13"W	55.15'
C4	113'32'38"	107.01	54.00'	N54*55'43.67"E	90.34'
C5	66°27'22"	74.23'	64.00'	S35°04'16.33"E	70.14'
C6	90'00'00"	61.26'	39.00'	S43°09'24.87"W	55.15'



FAX. (248) 332-8257

# Exhibit D

STORM DRAINAGE MAINTENANCE EASEMENT LEGAL DESCRIPTION

### LEGAL DESCRIPTION - STORM DRAINAGE MAINTENANCE (DETENTION POND EASEMENT)

A STORM DRAINAGE MAINTENANCE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, THENCE S87'32'25"W, 264.00 FEET ALONG THE NORTH LINE OF SECTION 15 TO THE CENTERLINE OF CABARET DRIVE; THENCE S01°50'35"E, 90.01 FEET TO THE SOUTHERLY 90' RIGHT-OF-WAY LINE OF TWELVE MILE ROAD; THENCE S87°32'25"W, 35.00 FEET TO THE PARCEL POINT OF BEGINNING; THENCE S.87'32'25"W., 332.67 FEET ALONG THE PARCEL LINE; THENCE S1'49'03"E, 228.38 FEET; THENCE S9'07'52"E, 14.86 FEET; THENCE S13'06'38"E, 18.49 FEET; THENCE S20'44'14"E, 6.30 FEET; THENCE S61'06'53"W, 20.36 FEET; THENCE 17.06 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS=50.00 FEET) DELTA-10'32'46". CHOPP-S51'20'20 08"W 15.07 FEET). THENCE S41'34'07"W 14.41 FEET, DELTA=19'32'46", CHORD=S51'20'29.98"W, 16.97 FEET); THENCE S41'34'07"W, 44.01 FEET; THENCE 113.65 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS=150.00 FEET, DELTA=43'24'42", CHORD=S19'51'45.85"W, 110.95 FEET); THENCE S1'50'35"E, 114.31 FEET; TO THE EASEMENT POINT OF BEGINNING THENCE S88'09'25"W, 37.34 FEET; THENCE 61.26 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS=39.00 FEET, DELTA=90°00'00", CHORD=N46°50'35.13"W, 55.15 FEET); THENCE N1°50'35"W, 29.31 FEET; THENCE 107.01 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS=54.00 FEET, DELTA=113'32'38", CHORD=54'55'43.67"E, 90.34 FEET); THENCE S68'17'58"E, 22.89 FEET; THENCE 74.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS=64.00 FEET, DELTA=66'27'22", CHORD=S35'04'16.33"E, 70.14 FEET); THENCE S1'50'35"E, 11.00 FEET; THENCE 61.26 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS=39.00 FEET, DELTA=90'00'00", CHORD=S43'09'24.87"W, 55.15 FEET); THENCE S88'09'25"W, 19.75 FEET; TO THE EASEMENT POINT OF BEGINNING.

SAID EASEMENT CONTAINS 13,856.83 SQUARE FEET OR 0.318 ACRES



K911

### Engineering & Surveying Excellence since 1954

June 17, 2021

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

Re: Vibe Credit Union - Acceptance Documents Review

Novi # JSP20-0014 SDA Job No. NV20-217

**INITIAL DOCUMENTS APPROVED** 

Dear Mr. Herczeg:

We have reviewed the Acceptance Document Package received by our office on June 9, 2021 against the Final Site Plan (Stamping Set) approved on December 14, 2020. We offer the following comments:

### **Initial Acceptance Documents:**

- On-Site Sanitary Sewer Manhole Access Easement (executed 5-26-21: exhibit dated 11-20-20) Exhibit Approved
- 2. Storm Drainage Facility / Maintenance Easement Agreement (executed 5-26-21: exhibit dated 11-20-20) Exhibits A, B, C, & D Approved.
- 12 Mile R.O.W. Dedication (executed 5-26-21: exhibit dated 4-22-21) Exhibit 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 October 14, 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



### Engineering & Surveying Excellence since 1954

Nobal Sweether

Mike Freckelton, EIT 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 Kate Richardson, City of Novi

Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler

Angie Sosnowski, City of Novi

### Engineering & Surveying Excellence since 1954

July 11, 2022

Mrs. Humna Anjum
Project Engineer
Department of Public Works
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

Re: Vibe Credit Union

**Storm Water Detention System Inspection** 

Novi SP No.: JSP20-0014 SDA Job No.: NV20-217

Dear Mrs. Anjum:

This letter serves to officially notify you that we have reviewed the status of the storm water detention systems including storm sewer piping, detention basin(s) and outlet control structure(s) for the above mentioned project. As a result of this review, we have determined the storm water detention system to be in general conformance with the approved construction plans and recommend a full release of this financial guarantee.

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

Sincerely,

#### **SPALDING DeDECKER**

Heather Gendron

DN: C=US, E=hgendron@sda-eng,com,
O=Spalding DeDecker, CN=Heather Gendron
Date: 2022.07.11 14:26:20-04'00'

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)
Anthony Taormina, Ronnisch Construction (e-mail)
SDA Job File