



**CITY of NOVI CITY COUNCIL**

**Agenda Item F  
March 14, 2016**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Diversified Members Credit Union for the project located at 25880 Novi Road (parcel 22-23-176-033).

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

**CITY MANAGER APPROVAL:** *[Signature]*

**BACKGROUND INFORMATION:**

The Diversified Members Credit Union requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the project located at 25880 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 system.

The enclosed agreement has been favorably reviewed by City Staff and the City Attorney (Beth Saarela's letter, dated February 25, 2016, attached) and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from the Diversified Members Credit Union, for the new building site project located at 25880 Novi Road (parcel 22-23-176-033).

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				



# Diversified Members Credit Union

Location Map

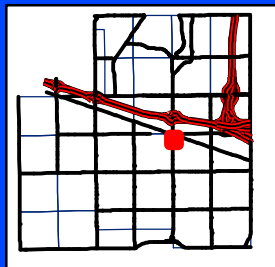


Map Author: Theresa Bridges  
Date: February 25, 2016  
Project:  
Version #:

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

0 30 60 120 180  
Feet

1 inch = 150 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

February 25, 2016

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

**Re: *Diversified Members Credit Union JSP 12-0069*  
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 Diversified Members Credit Union development. The Agreement is in the City's standard format and has been executed by the property owner. The Exhibits have been reviewed and approved by the City's Consulting Engineer. 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,

  
ELIZABETH K. SAARELA

EKS

Enclosures

CC: 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)

Rob Hayes, Public Services Director

February 25, 2016

Page 2

Theresa C. Bridges, Construction Engineer (w/Enclosures)

Aaron Staup, Construction Engineering Coordinator (w/Enclosures)

Sarah Marchioni, Building Permit Coordinator (w/Enclosures)

Sue Troutman, City Clerk's Office (w/Enclosures)

Brittany Allen, Spalding DeDecker (w/Enclosures)

Chuck Holzman, Esquire (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 JANUARY 2016, by and between Diversified Members Credit Union, whose address is 1480 E. Jefferson, Detroit, Michigan 48207 (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 23 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 commercial development on the Property.
  
- B. The commercial 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 percent (25%) 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.

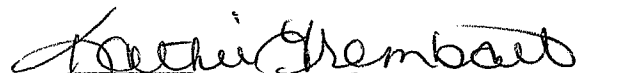
Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

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.

OWNER

Diversified Members Credit Union



By: Kathie Trembath

Its: CEO

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 15 day of January, 2016  
by Kathie Trembath, as the CEO of DMCU.

Kelly A. Horn  
Notary Public  
Acting in Oakland County, Michigan  
My Commission Expires: 12/29/2020

Kelly A. Horn  
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:  
Maryanne Cornelius, City Clerk  
City of Novi  
45175 Ten Mile Rd  
Novi, MI 48375

STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF OAKLAND        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_,  
by \_\_\_\_\_, as the \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Acting in Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

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: Maryanne Cornelius, City Clerk City of Novi 45175 W. Ten Mile Rd Novi, MI 48375
--	--



# EXHIBIT A

## PROPERTY DESCRIPTION:

PART OF UNIT 1 AND THE GENERAL COMMON ELEMENTS OF THE NORTH PART OF THE "MAIN MARKET CONDOMINIUM - REPLAT 1" AS RECORDED IN LIBER 39435, PAGE 230, OAKLAND COUNTY RECORDS, BEING PART OF THE NORTHWEST 1/4 OF SECTION 23, TOWN 1 NORTH, RANGE 8 EAST, NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:  
COMMENCING AT THE NORTHWEST CORNER OF SECTION 23; THENCE S00°00'00"E 543.71 FEET ALONG THE WEST LINE OF SAID SECTION 23 AND THE CENTERLINE OF NOVI ROAD (120.00 FEET WIDE); THENCE N90°00'00"E 60.00 FEET TO THE EAST LINE OF SAID NOVI ROAD AND THE SOUTH LINE OF PAUL BUNYON ROAD (73.70 FEET WIDE); THENCE S00°00'00"E 172.39 FEET TO THE POINT OF BEGINNING; THENCE N90°00'00"E 183.00 FEET; THENCE S70°43'20"E 92.00 FEET; THENCE S21°51'23"W 146.09 FEET; THENCE THE FOLLOWING 2 COURSES ALONG THE THE NORTH LINE OF MAIN STREET, (1) 75.75 FEET ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 9°38'42" AND A CHORD BEARING N85°28'46"W 75.66 FEET, (2) N90°00'00"W 140.03 FEET TO THE EAST LINE OF SAID NOVI ROAD; THENCE N00°00'00"E 160.00 FEET TO THE POINT OF BEGINNING.

CONTAINING ±0.887 ACRES.



*Anthony T. Sycko, Jr.*



### KEM-TEC & ASSOCIATES

22556 GRATIOT AVE. EASTPOINTE, MI 48021  
PROFESSIONAL SURVEYORS - PROFESSIONAL ENGINEERS  
(586)772-2222 \* FAX (586)772-4048

CLIENT: STUCKY VITALE ARCHITECTS

JOB NO.: 12-00592

DATE: DECEMBER 11, 2014

DRAWN BY: DEH / RCE

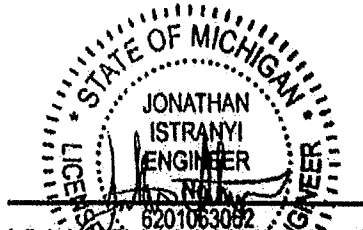
SHEET: 1 OF 1

REV: DECEMBER 1, 2015

# EXHIBIT B


## STORMWATER MAINTENANCE SCHEDULE

TASK	STREETS	STORMWATER CONVEYANCE SYSTEM	STORMWATER DETENTION SYSTEM	CATCH BASIN INLET CASTINGS	CATCH BASIN INLETS	OUTLET STRUCTURE	WATER QUALITY UNIT	SCHEDULE
INSPECT FOR SEDIMENTATION ACCUMULATION		X	X		X	X	X	ANNUALLY
REMOVAL OF SEDIMENT ACCUMULATION		X	X		X	X	X	EVERY 2 YEARS
INSPECTION OF FLOATABLE & DEBRIS				X	X	X	X	ANNUALLY
CLEANING OF FLOATABLE & DEBRIS				X	X	X	X	ANNUALLY
INSPECTION FOR EROSION					X	X	X	ANNUALLY
REESTABLISH PERMANENT VEGETATION					X	X	X	AS NEEDED
INSPECTION OF STORMWATER SYSTEM COMPONENTS AFTER LARGE STORM EVENTS		X	X		X	X	X	ANNUALLY
MAKE ADJUSTMENTS OR REPLACE STORMWATER SYSTEM COMPONENTS		X	X		X	X	X	AS NEEDED

  
**JONATHAN ISTRANYI**  
 MICHIGAN PROFESSIONAL ENGINEER  
 LICENSE NO. 6201063062  
 LICENSED PROFESSIONAL ENGINEER

**STONEFIELD**  
 engineering & design, llc.  
 Rutherford, NJ Farmingdale, NY Bloomfield Hills, MI  
 www.stonefieldeng.com  
 2350 Franklin Road, Suite 210, Bloomfield Hills, MI 48302  
 Phone 248.309.3807

**EXHIBIT**  
**DIVERSIFIED MEMBERS CREDIT UNION**  
**PROPOSED CREDIT UNION**  
**WITH DRIVE-THRU FACILITIES**  
 NOV1 ROAD & MAIN STREET  
 CITY OF NOV1  
 OAKLAND COUNTY, MICHIGAN

DATE: 12/11/2015  
 SCALE: AS SHOWN  
 PROJECT ID: T-1439  
 **STONEFIELD**  
 engineering & design, llc.  
 TITLE:  
**MAINTENANCE SCHEDULE EXHIBIT**  
 SHEET:  
**I OF I**

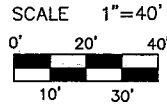
# EXHIBIT C



## INGRESS / EGRESS EASEMENT DESCRIPTION:

PART OF THE "NORTH PART" OF NOVI MAIN STREET CONDOMINIUM (TO BE VACATED) AS RECORDED IN LIBER 39940, PAGE 497, OAKLAND COUNTY RECORDS, BEING PART OF THE NORTHWEST 1/4 OF SECTION 23, TOWN 1 NORTH, RANGE 8 EAST, NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

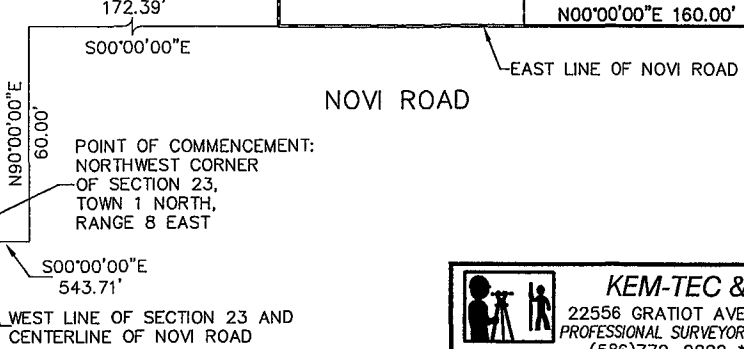
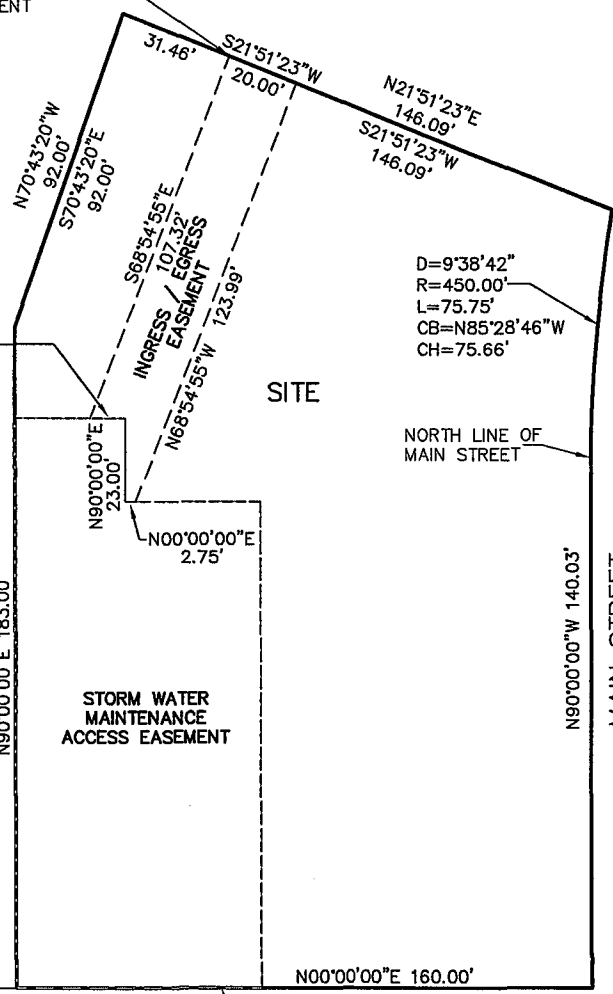
COMMENCING AT THE NORTHWEST CORNER OF SECTION 23; THENCE S00°00'00"E 543.71 FEET ALONG THE WEST LINE OF SAID SECTION 23 AND THE CENTERLINE OF NOVI ROAD (120.00 FEET WIDE); THENCE N90°00'00"E 60.00 FEET TO THE EAST LINE OF NOVI ROAD; THENCE S00°00'00"E 172.39 FEET ALONG THE EAST LINE OF NOVI ROAD; THENCE N90°00'00"E 183.00 FEET; THENCE S70°43'20"E 92.00 FEET; THENCE S21°51'23"W 31.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S21°51'23"E 20.00 FEET; THENCE N68°54'55"W 123.99 FEET; THENCE N00°00'00"E 2.75 FEET; THENCE N90°00'00"E 23.00 FEET; THENCE N00°00'00"E 9.82; THENCE S68°54'55"E 107.32 TO THE POINT OF BEGINNING.



POINT OF BEGINNING  
INGRESS / EGRESS  
EASEMENT



*Anthony T. Sycko, Jr.*



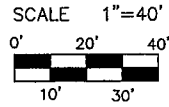
<b>KEM-TEC &amp; ASSOCIATES</b> 22556 GRATIOT AVE. EASTPOINTE, MI 48021 PROFESSIONAL SURVEYORS - PROFESSIONAL ENGINEERS (586)772-2222 * FAX (586)772-4048	
CLIENT: STUCKY VITALE ARCHITECTS	
JOB NO.: 12-00592	DATE: DECEMBER 11, 2014
DRAWN BY: DEH / RCE	SHEET: 1 OF 1
SCALE: 1" = 40'	REV: JANUARY 22, 2016

# EXHIBIT D

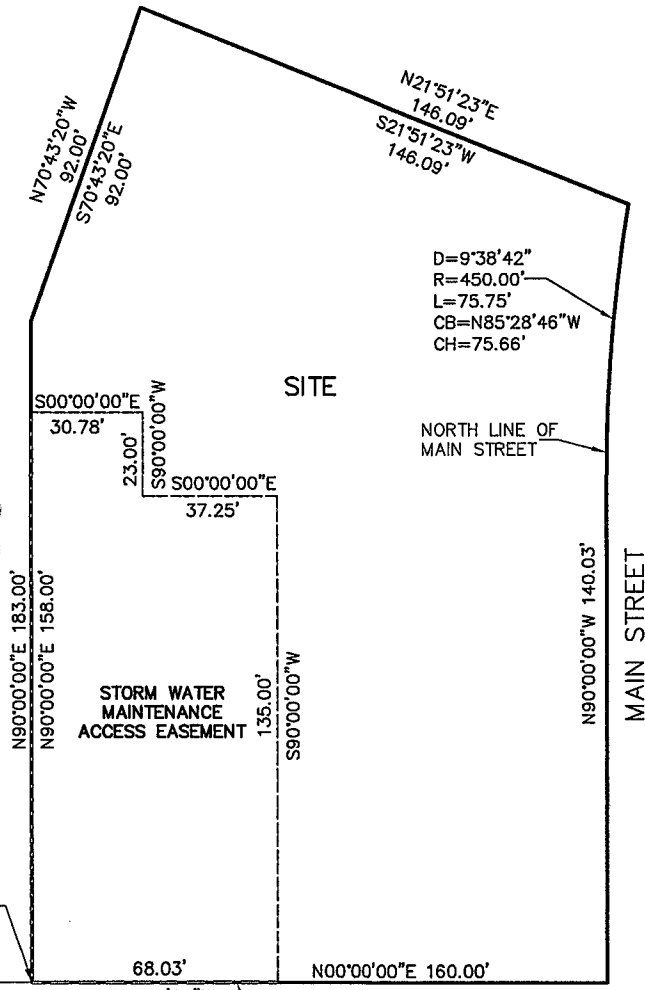


## STORM WATER MAINTENANCE ACCESS EASEMENT DESCRIPTION:

PART OF THE "NORTH PART" OF NOVI MAIN STREET CONDOMINIUM (TO BE VACATED) AS RECORDED IN LIBER 39940, PAGE 497, OAKLAND COUNTY RECORDS, BEING PART OF THE NORTHWEST 1/4 OF SECTION 23, TOWN 1 NORTH, RANGE 8 EAST, NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:  
 COMMENCING AT THE NORTHWEST CORNER OF SECTION 23; THENCE S00°00'00"E 543.71 FEET ALONG THE WEST LINE OF SAID SECTION 23 AND THE CENTERLINE OF NOVI ROAD (120.00 FEET WIDE); THENCE N90°00'00"E 60.00 FEET TO THE EAST LINE OF NOVI ROAD; THENCE S00°00'00"E 172.39 FEET ALONG THE EAST LINE OF NOVI ROAD TO THE POINT OF BEGINNING; THENCE N90°00'00"E 158.00 FEET; THENCE S00°00'00"E 30.78 FEET; THENCE S90°00'00"W 23.00 FEET; THENCE S00°00'00"E 37.25 FEET; THENCE S90°00'00"W 135.00 FEET TO THE EAST LINE OF NOVI ROAD; THENCE ALONG SAID NOVI ROAD N00°00'00"W 68.03 FEET TO THE POINT OF BEGINNING.



*(Handwritten signature)*



POINT OF BEGINNING  
 STORM WATER MAINTENANCE  
 ACCESS EASEMENT

POINT OF COMMENCEMENT:  
 NORTHWEST CORNER  
 OF SECTION 23,  
 TOWN 1 NORTH,  
 RANGE 8 EAST

WEST LINE OF SECTION 23 AND  
 CENTERLINE OF NOVI ROAD

**KEM-TEC & ASSOCIATES**  
 22556 GRATIOT AVE. EASTPOINTE, MI 48021  
 PROFESSIONAL SURVEYORS - PROFESSIONAL ENGINEERS  
 (586)772-2222 \* FAX (586)772-4048

CLIENT: STUCKY VITALE ARCHITECTS	
JOB NO.: 12-00592	DATE: DECEMBER 11, 2014
DRAWN BY: DEH / RCE	SHEET: 1 OF 1
SCALE: 1" = 40'	REV: JANUARY 22, 2016