



Waterford Board of Education

A G E N D A

Special Meeting

Tuesday, July 9, 2024

6:30 PM

Crary Campus - 103

Opening

Pledge of Allegiance

Roll Call

Approval of the Agenda

Closed Session

By Roll Call Vote, the Board will recess to Closed Session for the purpose of considering the written opinion of legal counsel, in accordance with Section 8 of the Open Meetings Act.

Public Comments

Old Business

a. Superintendent's Recommendations

1. Recommendation 69-23-24 Relative to Stepanski Easement

Adjournment

ACTION

WATERFORD SCHOOL DISTRICT
Board of Education
501 N. Cass Lake Road
Waterford, Michigan 48328

ITEM NO.:	OLD BUSINESS Superintendent's Recommendation 69-23-24
TOPIC:	Stepanski ECC Drainage Easement

It is recommended that the Board of Education approve the attached stormwater drainage easement and Maintenance Agreement for the Road Commission of Oakland County (RCOC). It is further recommended that the Board authorize the Superintendent to sign the easement and maintenance agreement on behalf of the Board.

A portion of the drainage area picks up some stormwater draining from the road. The Road Commission of Oakland County (RCOC) requires an easement for that storm drain section to ensure the land isn't modified to remove that road drainage area. Approval of the easement will allow the RCOC to approve the design of the drainage area that is in the right of way on the Stepanski property

Resource Persons: Sandra Elka, Assistant Superintendent, Business & Operations
Amy Dagenhardt, Director of Finance and Budget
Sidney Tippet, Director of Maintenance & Operations

Date of Board of Education Meeting: July 9, 2024

STORM WATER DRAINAGE EASEMENT MAINTENANCE AGREEMENT

This Storm Water Drainage Easement Maintenance Agreement (“Agreement”) is made and entered into on this ____ day of _____ 2024, by and between **Waterford School District** (“Grantor”), a Michigan general powers school district, whose address is 501 North Cass Lake Road, Waterford, MI 48328, and **The Board of County Road Commissioners of the County of Oakland** (“Grantee RCOC”), whose address is 31001 Lahser Road, Beverly Hills, MI 48025.

RECITALS

A. Grantor owns the property commonly known as 6010 Hatchery Road, located in the Township of Waterford, County of Oakland, State of Michigan, and legally described as:

Town 3 North, Range 9 East, Section 8; south 725 feet of east 660 feet of east ½ of southeast ¼, excepting E 60 feet in road

Parcel ID No.: 13-08-478-002
Common Address: 6010 Hatchery Rd.

(“Property”).

B. Grantee RCOC, has jurisdiction over and maintains the public roads, Hatchery Road and Airport Road, that are adjacent to the Property.

C. As shown in **Exhibit 1**, Grantor granted Grantee RCOC a Stormwater Drainage Easement on, over, across, and under the following land situated in the Township of Waterford, County of Oakland, State of Michigan, more particularly described as:

The westerly 10 feet of the southerly 70 feet of the Property

(“Stormwater Drainage Easement Property”).

D. Grantor, has agreed at its sole cost and expense to establish and maintain a new twelve inch (12”) diameter storm sewer with one (1) manhole within the Stormwater Drainage Easement Property as depicted in **Exhibit 2** (“Facilities”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee RCOC agree as follows:

1. GRANTOR'S OBLIGATIONS.

- a. Grantor, at its sole expense, shall construct the Facilities within the Stormwater Drainage Easement Property as shown in **Exhibit 2**.
- b. Grantor, at its sole expense, shall maintain, repair, renovate, and replace the Facilities including, without limitation, cleaning out vegetation from inside the Facilities in the Stormwater Drainage Easement Property, to sufficiently allow the free flow of storm water through the Facilities in the Stormwater Drainage Easement Property as depicted in **Exhibit 2**. Grantor shall not be responsible to maintain, repair, renovate, replace or clean out any portion of storm sewer outside of the Stormwater Drainage Easement Property or if such cause originates outside of the Stormwater Drainage Easement Property. Further, Grantor shall not place any fill, structure, planting, or other material within the Stormwater Drainage Easement Property which may damage the Facilities or otherwise interfere with storm water detention, retention, and drainage, that changes the direction of the flow of water through the Facilities, or changes the capacity of the Facilities.

2. REVIEW. Grantor shall submit plans to Grantee RCOC for its review prior to maintaining, repairing, or replacing the Facilities within the Stormwater Drainage Easement Property, and prior to constructing, operating or planting of landscaping (other than grass), sprinkler systems, utilities, and other related improvements.

3. INSPECTION OF FACILITIES. The Grantee RCOC is granted the right, to enter onto the Stormwater Drainage Easement Property and inspect the Facilities. The Grantee RCOC may notify Grantor in writing detailing any required maintenance, repair, replacement of the Facilities as required by this Agreement, or the Grantee RCOC may, at its option, maintain, repair, replace or provide care of the Facilities if the Grantor fails to do so as required pursuant to this Agreement within fourteen (14) days of receipt of written notice from Grantee RCOC. Except in an emergency, Grantee RCOC is obligated to provide notice to Grantor. Grantor shall reimburse the Grantee RCOC for all reasonable fees and costs incurred by Grantee RCOC in maintaining, repairing, replacing the Facilities if the Grantor fails to do so as required by this Agreement within thirty (30) days of receipt of writing notice from Grantee RCOC, and Grantee RCOC shall not be responsible for removal of or damage to any flowers, shrubs, bushes, or other landscaping improvements within the Stormwater Drainage Easement Property.

4. PROPERTY TITLE. Grantor covenant with Grantee RCOC that Grantor is the fee simple owner of the Property.

5. MISCELLANEOUS.

6.1. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior representations, agreements, and understandings, oral or written, relating to such subject matter.

6.2. Amendment and Waiver. This Agreement may not be amended or modified in any way except by an instrument in writing executed by the Grantor and Grantee RCOC, or their successors or assigns; provided, however, the parties may, in writing, (i) extend the time for performance of any of the obligations of the other, (ii) waive any inaccuracies or representations by the other contained in this Agreement, (iii) waive the satisfaction of any condition that is precedent to the performance by the other party of any obligation under this Agreement.

6.3. Successors and Assigns. Each and every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option, and restriction made, granted or assumed by Grantor is made by Grantor not only for the benefit of Grantee RCOC, but also for the benefit of the Grantor and Property. Every obligation of Grantor herein shall run with the land and shall be binding upon the Grantor and Grantor's successors and assigns and shall inure to the benefit of Grantee RCOC and their successor and assigns.

6.4 Severability. Except as expressly provided to the contrary herein, each paragraph, part, term, or provision of this Agreement shall be considered severable, and if for any reason any paragraph, part, term, or provision herein is determined to be invalid or contrary to or in conflict with any existing or future law or regulation by a court or governmental agency having valid jurisdiction, such determination shall not impair the operation of or have any other effect on other paragraphs, parts, terms, or provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid paragraphs, parts, terms or provisions shall not be deemed to be a part of this Agreement.

6.5. Construction and Interpretation of Agreement. This Agreement shall be governed by and construed under the laws of the State of Michigan. Any action brought to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in Oakland County. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same. It is agreed and stipulated that all parties hereto have equally participated in the preparation of this Agreement and that legal counsel was consulted by each party before the execution of this Agreement.

GRANTEE:

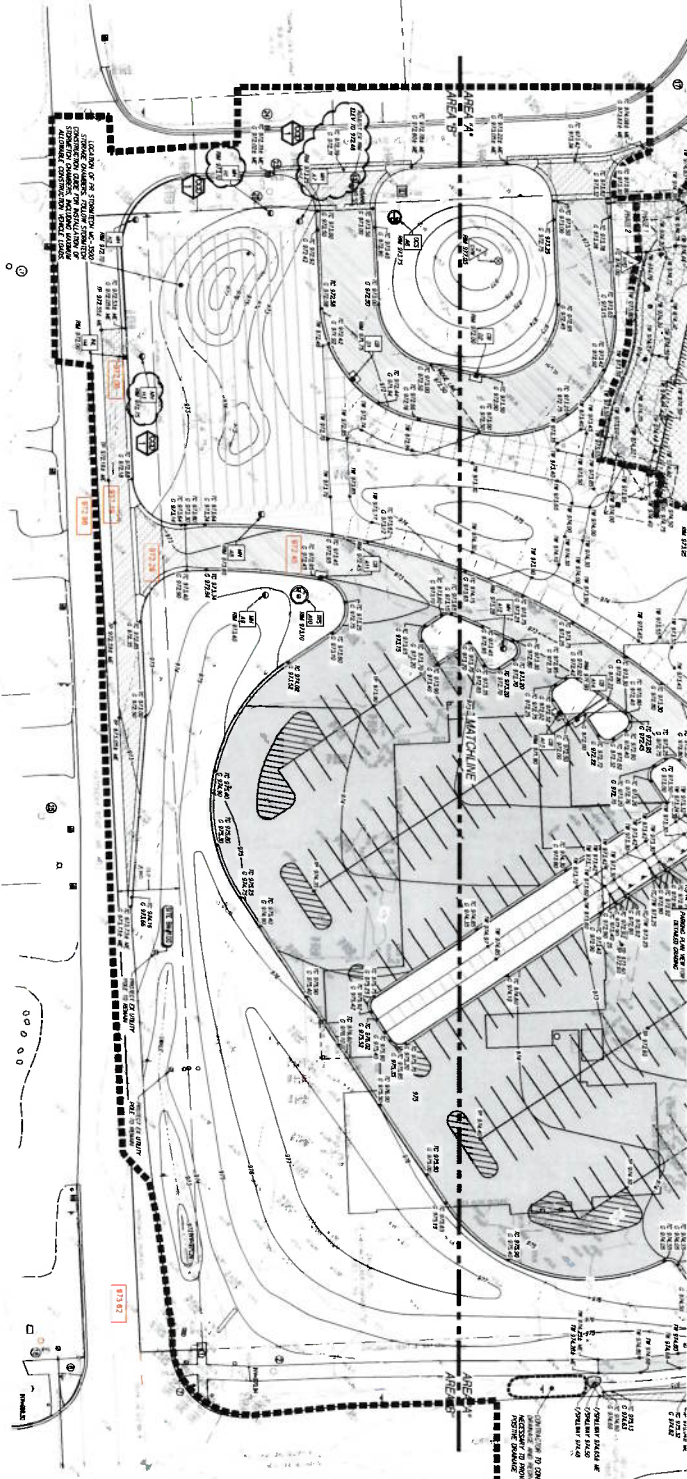
The Board of County
Road Commissioners of the County of Oakland

By: _____
Dennis G. Kolar,
ITS: Managing Director

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024 by **Dennis G. Kolar**, the Managing Director of The Board of County Road Commissioners of the County of Oakland.

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

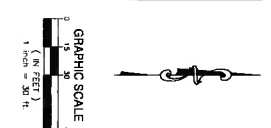


LEGEND

PROPOSED SEWER MAIN
 PROPOSED SANITARY SEWER
 PROPOSED STORM SEWER
 PROPOSED STORM SEWER (24)
 PROPOSED STORM SEWER (30)
 PROPOSED STORM SEWER (36)
 PROPOSED STORM SEWER (42)
 PROPOSED STORM SEWER (48)
 PROPOSED STORM SEWER (54)
 PROPOSED STORM SEWER (60)
 PROPOSED STORM SEWER (66)
 PROPOSED STORM SEWER (72)
 PROPOSED STORM SEWER (78)
 PROPOSED STORM SEWER (84)
 PROPOSED STORM SEWER (90)

GRADING NOTES

1. CONTRACTOR TO VERIFY ALL DATA OF ALL EXISTING UTILITIES, AND ALL UTILITIES SHOWN ON THIS PLAN, AND TO PROTECT THEM FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR TO REPORT ALL DISCREPANCIES TO THE DESIGNER IMMEDIATELY.
 2. CONTRACTOR TO VERIFY ALL DATA OF ALL EXISTING UTILITIES, AND ALL UTILITIES SHOWN ON THIS PLAN, AND TO PROTECT THEM FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR TO REPORT ALL DISCREPANCIES TO THE DESIGNER IMMEDIATELY.
 3. CONTRACTOR TO VERIFY ALL DATA OF ALL EXISTING UTILITIES, AND ALL UTILITIES SHOWN ON THIS PLAN, AND TO PROTECT THEM FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR TO REPORT ALL DISCREPANCIES TO THE DESIGNER IMMEDIATELY.



GRADING LEGEND

CONTOUR LINES (1' INTERVAL)
 CONTOUR LINES (2' INTERVAL)
 CONTOUR LINES (3' INTERVAL)
 CONTOUR LINES (4' INTERVAL)
 CONTOUR LINES (5' INTERVAL)
 CONTOUR LINES (6' INTERVAL)

RESTRICTION NOTE

THIS PLAN AND ALL INFORMATION HEREON ARE THE PROPERTY OF SPALDING AND SURVEYING, INC. NO PART OF THIS PLAN IS TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF SPALDING AND SURVEYING, INC.

SHEET NUMBER	ISSUED FOR
01	02
02	03
03	04
04	05
05	06
06	07
07	08
08	09
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10	11
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29	30

238 WALL STREET
 MICHIGAN
 1-248-564-1373
 WWW.SD-COM.COM

PROJECT
 WSD
 Bid Pak 23-05
 Siepanski ECC
 Site Improv - Phase 4
 Waterford,
 MICHIGAN

SHEET
 Grading Plan
 Area B'

PROJECT NUMBER
 2020-069
 SD MP20-145
 SHEET NUMBER:
 C6.2

SPALDING
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STORM WATER DRAINAGE EASEMENT

KNOW ALL PERSONS that **WATERFORD SCHOOL DISTRICT** (“Grantor”), a Michigan general powers school district, whose address is **501 NORTH CASS LAKE ROAD, WATERFORD, MICHIGAN 48328**, hereby grants to the **BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF OAKLAND** (“Board”), State of Michigan, a public body corporate, located at 31001 Lahser Road, Beverly Hills, Michigan 48025, a storm water drainage easement (“Drainage Easement”) to construct, operate, maintain, repair, and/or replace a storm water drainage system in, over, under, upon, and through a portion of the following described premises (“Property”) situated in the Township of **WATERFORD**, County of Oakland, State of Michigan.

Commonly known as: **STEPANSKI EARLY CHILDHOOD CENTER**
(Part of) Tax Parcel No.: **13-08-478-002**

SEE PARCEL AND EASEMENT DRAWING, ATTACHED AS EXHIBIT “A,” AND LEGAL DESCRIPTION, ATTACHED AS EXHIBIT “B,” BOTH OF WHICH ARE INCORPORATED BY REFERENCE HEREIN

The Drainage Easement property is described in Exhibit B under “Legal Description of the Drainage Easement” (“Drainage Easement Property”). This Drainage Easement is only for storm water drainage in favor of the Board but includes the consent of the Grantor to the removal of any trees, shrubs and/or vegetation, and to grading, , that may be necessary in connection with the construction, operation, maintenance, repair, and/or replacement of the storm water drainage system in, over, under, upon, and through the Drainage Easement Property.

This conveyance shall be deemed a sufficient conveyance to vest in the Board a permanent easement over, under, through and across the Grantor’s Property as depicted and described in Exhibits A and B for the uses and purposes described above for drainage, and for the purposes of the discharge and collection of drainage, surface and storm water runoff from Grantor’s Property, including any future improvements to Grantor’s Property, with such rights of entry upon, ingress and egress, passage over, storing of equipment and materials including excavated earth as may be necessary or useful for the establishment, construction, operation, maintenance and improvement of said storm drainage system.

The Board shall not permit or subgrant any rights to other parties in the Drainage Easement and no other public utilities shall be located within the Drainage Easement without prior written authorization from Grantor.

Any such work by the Board in the Drainage Easement Property shall not affect or disturb or interfere with the Grantor’s use of the Property or its educational operations thereon. Grantor retains, reserves, and shall continue to enjoy the use of the surface of the Drainage Easement Property for any and all purposes which do not interfere with or prevent the use by Board.

This Drainage Easement runs with the land and shall bind the Grantor and the Grantor’s heirs, representatives, successors, and assigns. This Drainage Easement contains the entire understanding of the Grantor and the Board, and there are no other verbal promises between the Grantor and the Board except as shown herein.

WHEREFORE, upon approval by the Board, the undersigned Grantor hereby creates, confirms, and conveys the Drainage Easement described herein for the sum of **\$1.00**.

Exempt from county and state taxation pursuant to MCL 207.505(a), MCL 207.505(h)(i), MCL 207.526(a) and MCL 207.526(h)(I).

WATERFORD SCHOOL DISTRICT

By: _____

Print name

Its: **Superintendent**

COUNTY OF OAKLAND)
) §
STATE OF MICHIGAN)

On this _____ day of _____ 2024, _____ executed the foregoing document before me and, being duly sworn, stated that they are the **Superintendent of WATERFORD SCHOOL DISTRICT, a PUBLIC SCHOOL DISTRICT,** and that they executed the foregoing document on behalf of **WATERFORD SCHOOL DISTRICT** with its full authority and as its free act and deed.

Notary Public

My commission expires: __
Oakland County, Michigan
Acting in the County of __

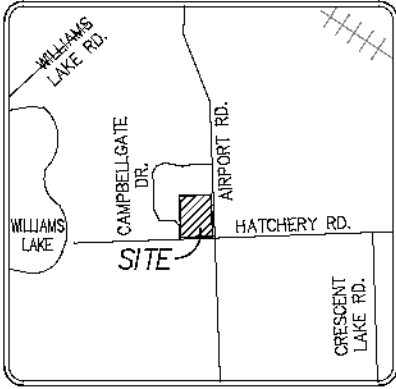
Drafted by:
James Serbinski, Engineer of Spalding DeDecker

When recorded return to: **Jason C. Benedict (ROW)**
THE BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF OAKLAND
31001 LAHSER ROAD, BEVERLY HILLS, MI 48025

Project: **WSD Bid Pack 23-05 Stepanski ECC Site Improv. – Phase 4**
Project No.: **NP20-145** Parcel No.: **13-08-478-002**

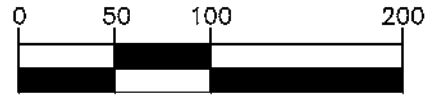
(Part of) Tax Parcel No.: **13-08-478-002**

EXHIBIT "A" (1 OF 2)



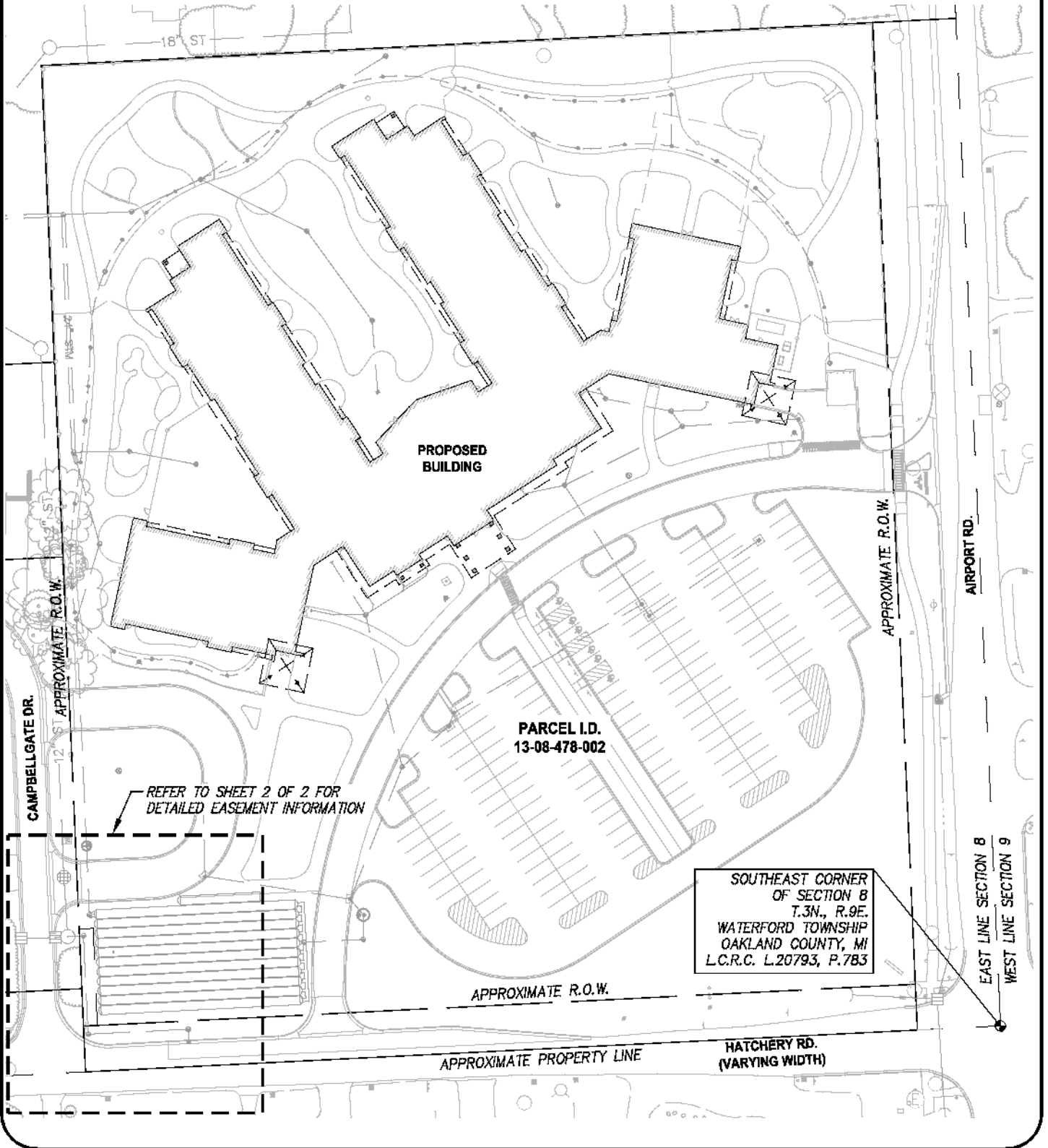
LOCATION MAP
NOT TO SCALE

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

PROJECT: WSD BID PACK 23-05 STEPANSKI ECC SITE IMPROV. - PHASE 4
PROPERTY OWNER: WATERFORD SCHOOL DISTRICT
ENGINEER: SPALDING DeDECKER



Plotted: Nov 9, 2023, 8:50 AM by user: 938 - Saved: 11/8/2023 by user: 938
N:\NP\NLD Projects\NP20145 - Waterford Schools - Stepanski ECC\DWG\NP20145EAS-PH2.dwg

SPALDING DeDECKER
Engineers | Surveyors

905 South Blvd. East
Rochester Hills, MI 48307
Phone (248) 844-5400

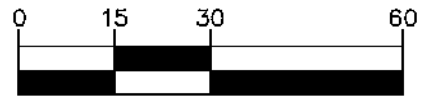


www.sda-eng.com

DRAWN: J.SERBINSKI	DATE: 11-09-23
CHECKED: T.SOVEL	DATE: 11-09-23
MANAGER: T.SOVEL	SCALE: 1" = 100'
JOB No. NP20-145	SHEET: 1 OF 2
SECTION 8 TOWN 3 NORTHRANGE 9 EAST	
WATERFORD TWP	OAKLAND COUNTY, MI

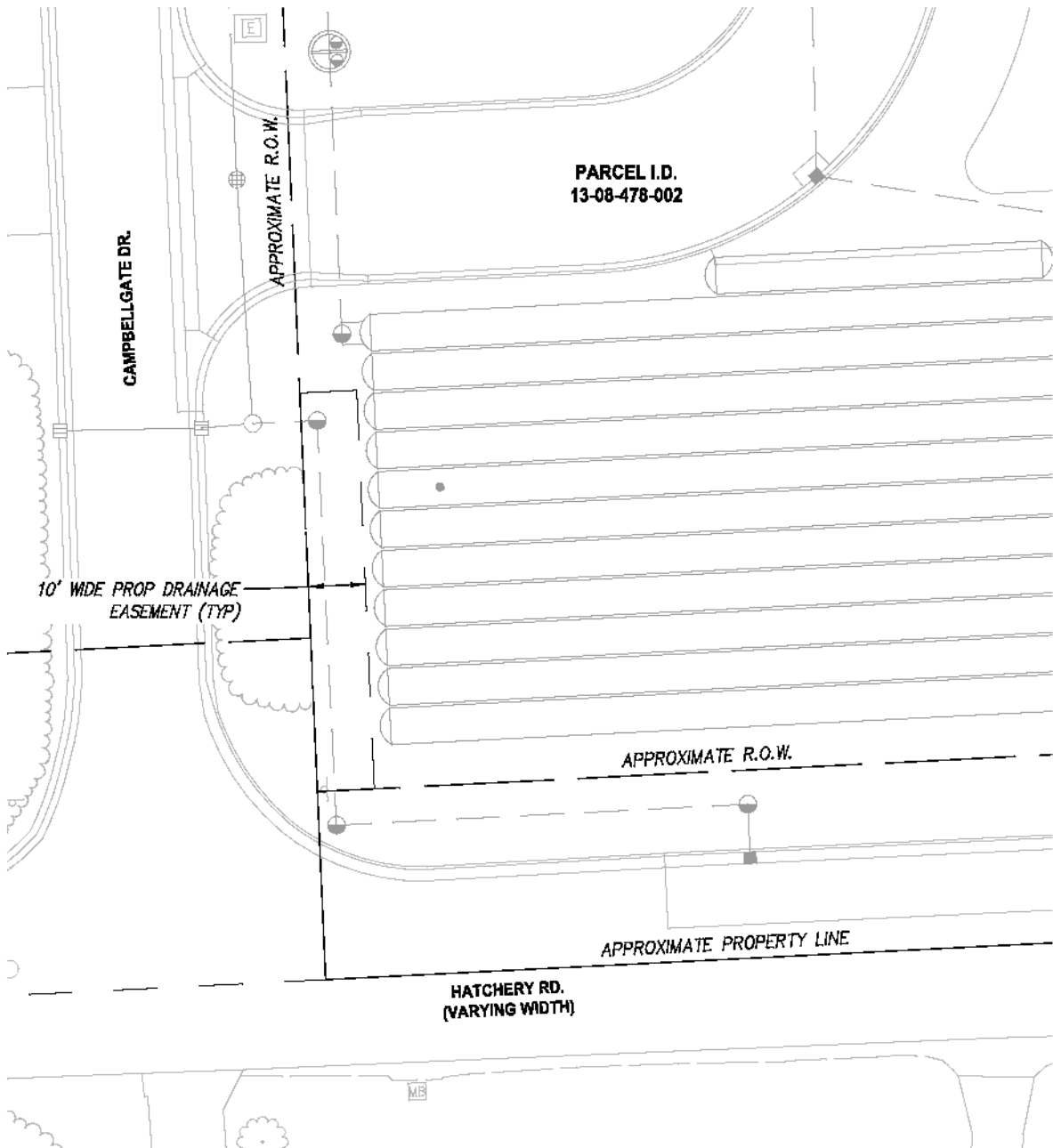
EXHIBIT "A" (2 OF 2)

GRAPHIC SCALE



(IN FEET)

1 inch = 30 ft.



PROJECT: WSD BID PACK 23-05 STEPANSKI ECC SITE IMPROV. - PHASE
 4 PROPERTY OWNER: WATERFORD SCHOOL DISTRICT
 ENGINEER: SPALDING DeDECKER



SALDING DEDECKER
 Engineers | Surveyors

905 South Blvd. East
 Rochester Hills, MI 48307
 Phone (248) 844-5400



www.sda-eng.com

DRAWN: J.SERBINSKI	DATE: 11-09-23
CHECKED: T.SOVEL	DATE: 11-09-23
MANAGER: T.SOVEL	SCALE: 1" = 30'
JOB No. NP20-145	SHEET: 2 OF 2
SECTION 8 TOWN 3 NORTH RANGE 9 EAST	
WATERFORD TWP	OAKLAND COUNTY, MI

EXHIBIT "B"

LEGAL DESCRIPTION OF PROPERTY

OAKLAND COUNTY TAX DESCRIPTION:

TOWN 3 NORTH, RANGE 9 EAST, SECTION 8; SOUTH 725 FEET OF EAST 660 FEET OF EAST 1/2 OF SOUTHEAST 1/4, EXCEPTING E 60 FEET IN ROAD
9.98 ACRES W135C

TAX PARCEL: 13-08-478-002

ADDRESS: 6010 HATCHERY RD., WATERFORD TWP, MI 48329

LEGAL DESCRIPTION OF THE DRAINAGE EASEMENT

THE WESTERLY 10 FEET OF THE SOUTHERLY 70 FEET OF THE ABOVE DESCRIBED PARCEL:

PROJECT: WSD BID PACK 23-05 STEPANSKI ECC SITE IMPROV. - PHASE
4 PROPERTY OWNER: WATERFORD SCHOOL DISTRICT
ENGINEER: SPALDING



SALDING DEDECKER
Engineers | Surveyors

905 South Blvd. East
Rochester Hills, MI 48307
Phone (248) 844-5400



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DRAWN: J.SERBINSKI	DATE: 11-09-23
CHECKED: T.SOVEL	DATE: 11-09-23
MANAGER: T.SOVEL	SCALE: N/A
JOB No. NP20-145	SHEET: 1 OF 1
SECTION 8 TOWN 3 NORTH RANGE 9 EAST	
WATERFORD TWP	OAKLAND COUNTY, MI