



CITY OF NOVI CITY COUNCIL
MAY 8, 2023

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Novi Forum, LLC for Fountain View Professional Center, located north of Twelve Mile Road, east of Dixon Road (parcel 50-22-10-400-074).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION:

The developer of Fountain View Professional Center requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the project.

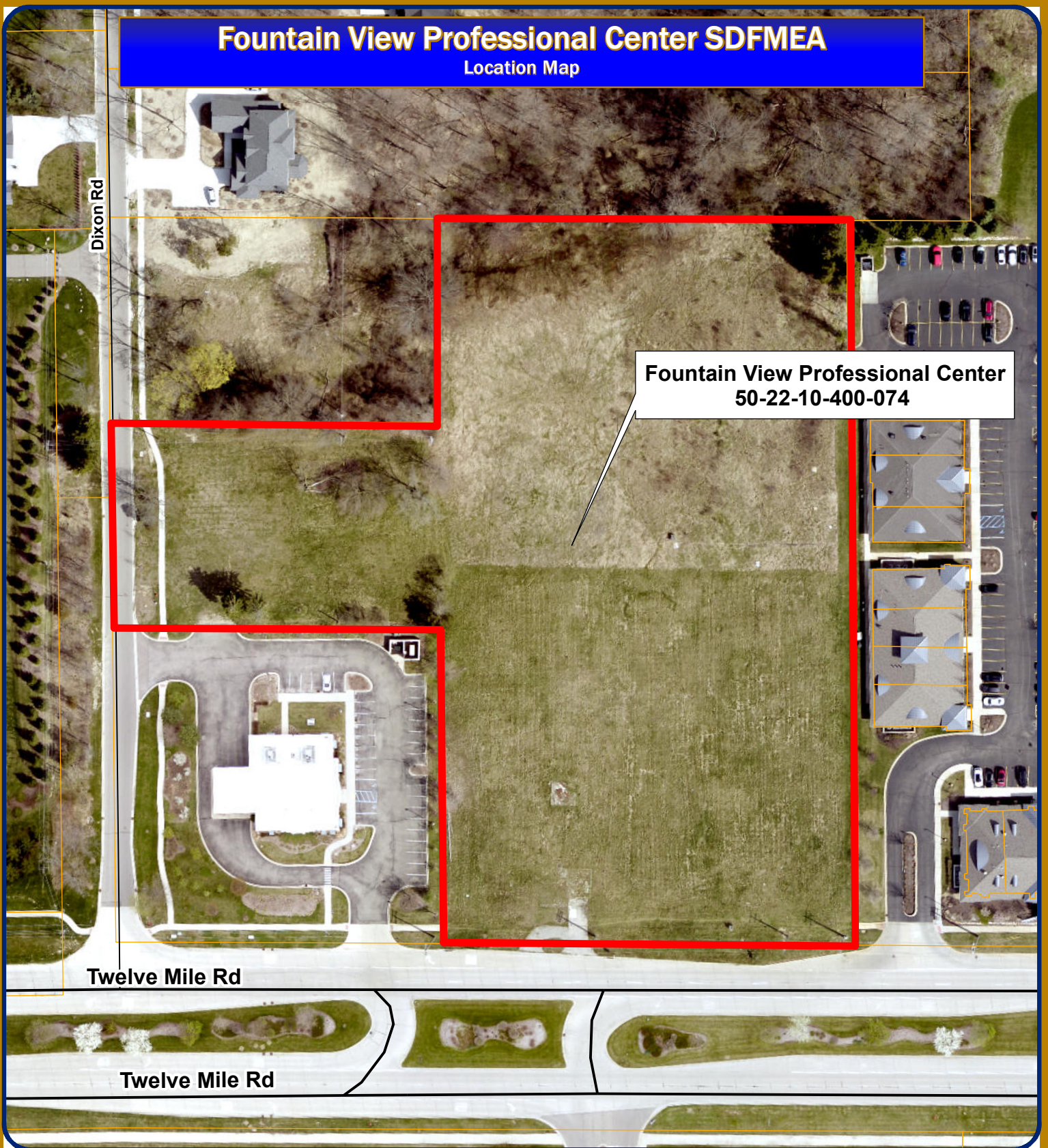
The SDFMEA is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system.

The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, November 2, 2022) and the City Engineering consultant (Spalding DeDecker, December 2, 2022), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Novi Forum, LLC for Fountain View Professional Center, located north of Twelve Mile Road, east of Dixon Road (parcel 50-22-10-400-074).

Fountain View Professional Center SDFMEA

Location Map



Fountain View Professional Center
50-22-10-400-074

Twelve Mile Rd

Twelve Mile Rd

Map Author: Humna Anjum
Date: 4/18/2023
Project: Fountain View Professional Center
Version: 1.0

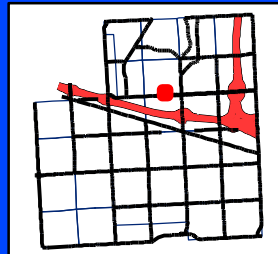
Amended By:
Date:
Department:

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 332 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

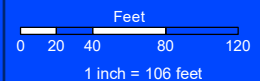
Legend

- Major Roads
- Minor Roads
- Project location



City of Novi

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



ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

2755 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

November 2, 2022

Ben Croy, City Engineer
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

RE: Fountain View Professional Center JSP 19-22
Storm Drainage Facility Maintenance Easement Agreement

Dear Mr. Croy:

We have received and reviewed and enclosed please find the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving the Fountain View Professional Center 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
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over the typed name below.

Elizabeth Kudla Saarela

Enclosure

Ben Croy, City Engineer
City of Novi
November 2, 2022
Page 2

C: Cortney Hanson, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Christian Carroll, (w/Enclosures)
Ben Peacock, Planning Assistant (w/Enclosures)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)
Adam Chludzinski, Project Engineer (w/Enclosures)
Rebecca Runkel, Project Engineer (w/Enclosures)
Humna Anjum, Project Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Alyssa Craigie, Administrative Assistant (w/Enclosures)
Michael Freckelton/Taylor Reynolds/Ted Meadows, Spalding DeDecker (w/Enclosures)
Joseph Schimizzi, Acqaira Realty Holdings (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

CONSENT TO EASEMENT

(Storm Drainage Facility Ingress-Egress Easement)

As the Mortgagee under that certain Continuing Collateral Construction Mortgage dated April 18, 2022, by **NOVI FORUM, LLC**, a Michigan limited liability company ("Mortgagor"), located at 44090 W. 12 Mile Road, Novi, Michigan 48377, to **COMERICA BANK** ("Mortgagee"), located at 39200 Six Mile Road, Livonia, Michigan 48152, Attention: Commercial Loan Documentation, Mail Code 7578, and recorded May 9, 2022, in Liber 57755, page 206, Oakland County, Michigan Register of Deeds (the "Mortgage"), Mortgagee hereby evidences its acknowledgment and consent to the grant, conveyance, existence and recordation of the Storm Drainage Facility Ingress-Egress Easement dated May 31, 2022, by Mortgagor in favor of the City of Novi, as shown in **Exhibit C** attached hereto, which easement shall bind the undersigned and the heirs, successors and assigns of Mortgagee.

IN WITNESS WHEREOF, Mortgagee has executed this Consent as of October 11, 2022.

[Signature on following page]

Mortgagee:

COMERICA BANK

By: *Joel R. Happel*
Joel R. Happel
Its: Vice President

STATE OF MICHIGAN
COUNTY OF Oakland

The foregoing instrument was acknowledged before me on October 11th, 2022, by Joel R. Happel, a Vice President of COMERICA BANK, a Texas banking association, on behalf of said entity.

ROXANNE ELAINE-OSSO WILSON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires July 09, 2027
Acting in the County of Oakland

Roxanne Elaine-Osso-Wilson
Notary Public, Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: July 9th, 2027

DRAFTED BY:

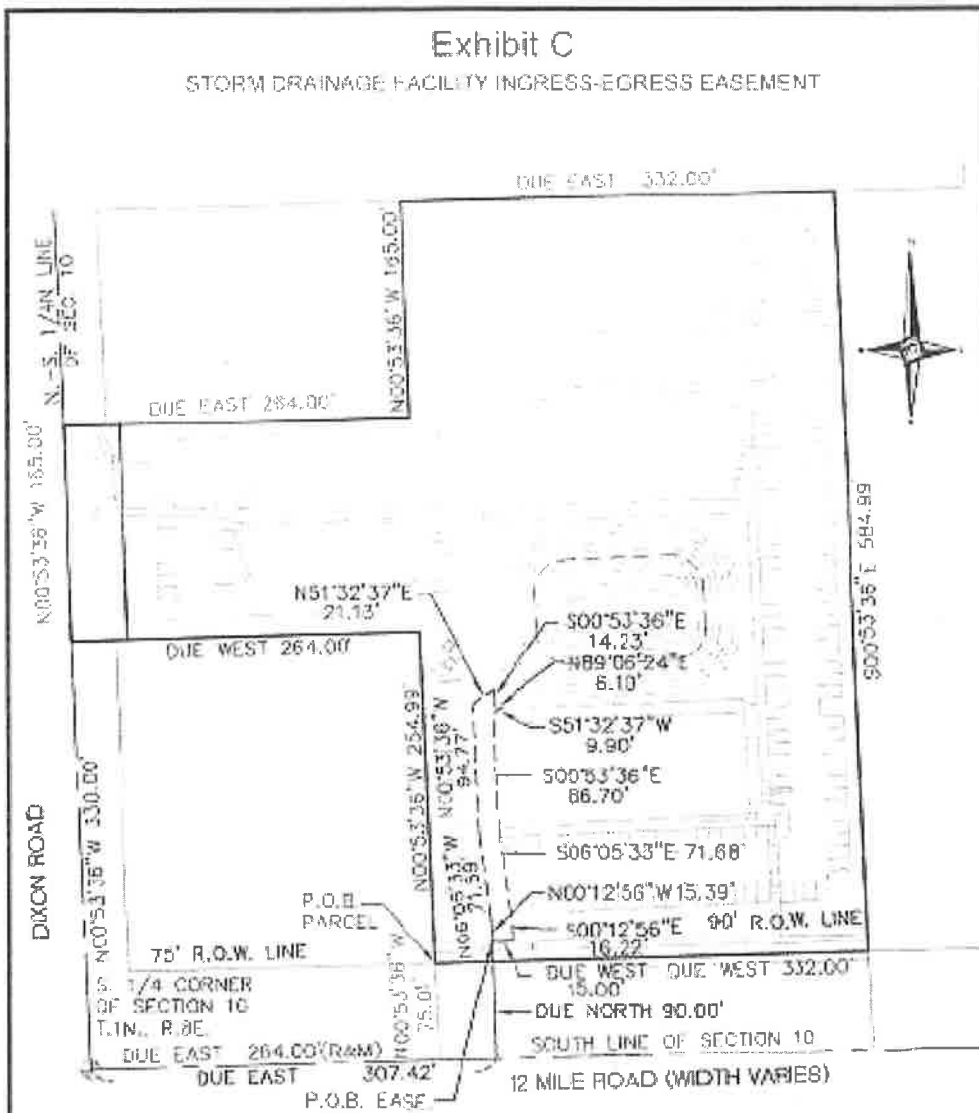
David C. Bosman
Bodman PLC
Suite 500
201 W. Big Beaver Road
Troy, Michigan 48084
(248) 743-6037

WHEN RECORDED RETURN TO:

Amber Paul
Bodman PLC
Suite 500
201 W. Big Beaver Road
Troy, Michigan 48084

Exhibit C

STORM DRAINAGE FACILITY INGRESS-EGRESS EASEMENT



LEGAL DESCRIPTION: STORM DRAINAGE FACILITY INGRESS-EGRESS EASEMENT

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, DUE EAST 307.42 FEET; THENCE DUE NORTH 90.00 FEET TO THE POINT OF BEGINNING; THENCE N. 00° 12' 36" W., 15.39 FEET; THENCE N. 06° 05' 33" W., 71.59 FEET; THENCE N. 00° 53' 36" W., 84.77 FEET; THENCE N. 51° 32' 37" E., 21.13 FEET; THENCE S. 00° 53' 36" E., 14.23 FEET; THENCE N. 89° 06' 24" E., 6.10 FEET; THENCE S. 51° 32' 37" W., 9.90 FEET; THENCE S. 00° 53' 36" E., 86.70 FEET; THENCE S. 06° 05' 33" E., 71.68 FEET; THENCE S. 00° 12' 36" E., 16.22 FEET; THENCE DUE WEST, 15.00 FEET TO THE POINT OF BEGINNING.



NOWAK & TRAVIS ENGINEERS
 4677 WOODWARD AVE
 PONTIAC, MI 48342-5012
 TEL: (248) 333-7031
 FAX: (248) 332-4037

PREPARED FOR:

ACQUIRA REALTY HOLDINGS
 4800 12 MILE ROAD
 CITY OF NOVI, MI 48324
 CONTACT:
 JOSEPH SCHINDLER
 PHONE: (248) 541-5540

SCALE	DATE	DRAWN	JOB NO.	SHEET
	10/16/2011	NJN	10046-02	5 of 4

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 31st day of May, ~~2021~~ ²⁰²², by and between Novi Forum, LLC d/b/a Fountain View Professional Center, a Michigan Limited Liability Company, whose address is 44090 W. 12 Mile Rd. 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 10 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 medical office development on the Property.
- B. The medical office 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 ensure 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 ensure 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.

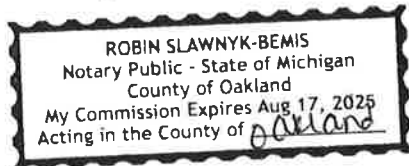
IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

OWNER
Novi Forum, LLC d/b/a Fountain View
Professional Center, a Michigan
Limited Liability Company

G. Joseph Schimizzi
By: G. Joseph Schimizzi
Its: Managing Member

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 31st day of May, 2021,
by G. Joseph Schimizzi, as the managing member of Novi Forum/Fountain View



Robin Slawnyk-Bemis
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 08/17/2025

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 _____, 2021, 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
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Exhibit A

PARCEL LEGAL DESCRIPTION

LEGAL DESCRIPTION: PARCEL

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, DUE EAST 264.00 FEET; THENCE N. 00° 53' 36" W. 75.01 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 12 MILE ROAD (WIDTH VARIES) AND THE POINT OF BEGINNING; THENCE CONTINUING, N. 00° 53' 36" W. 254.99 FEET; THENCE DUE WEST, 264.00 FEET; THENCE N. 00° 53' 36" W., 165.00 FEET; THENCE DUE EAST, 264.00 FEET; THENCE N. 00° 53' 36" W. 165.00 FEET; THENCE DUE EAST 332.00 FEET; THENCE S. 00° 53' 36" E. 584.99 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF 12 MILE ROAD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, DUE WEST 332.00 FEET TO THE POINT OF BEGINNING. CONTAINING 237,748 SQUARE FEET OR 5.458 ACRES.

APN: 50-22-10-400-074



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

PREPARED FOR:

ACQUIRA REALTY HOLDINGS
44090 12 MILE ROAD
CITY OF NOVI, MI 48377
CONTACT:
JOSEPH SCHIMIZZI
PHONE: (888) 560-5540

SCALE	DATE	DRAWN	JOB NO.	SHEET
	10-06-2021	N,N	H046-03	1 of 4

Exhibit B
SCHEDULE OF 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 PRE-TREATMENT 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 NEEDED	\$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
<p><i>Note: Costs shown are estimated and are to be used for planning and budgeting purposes only. Actual costs will vary.</i></p>			

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.



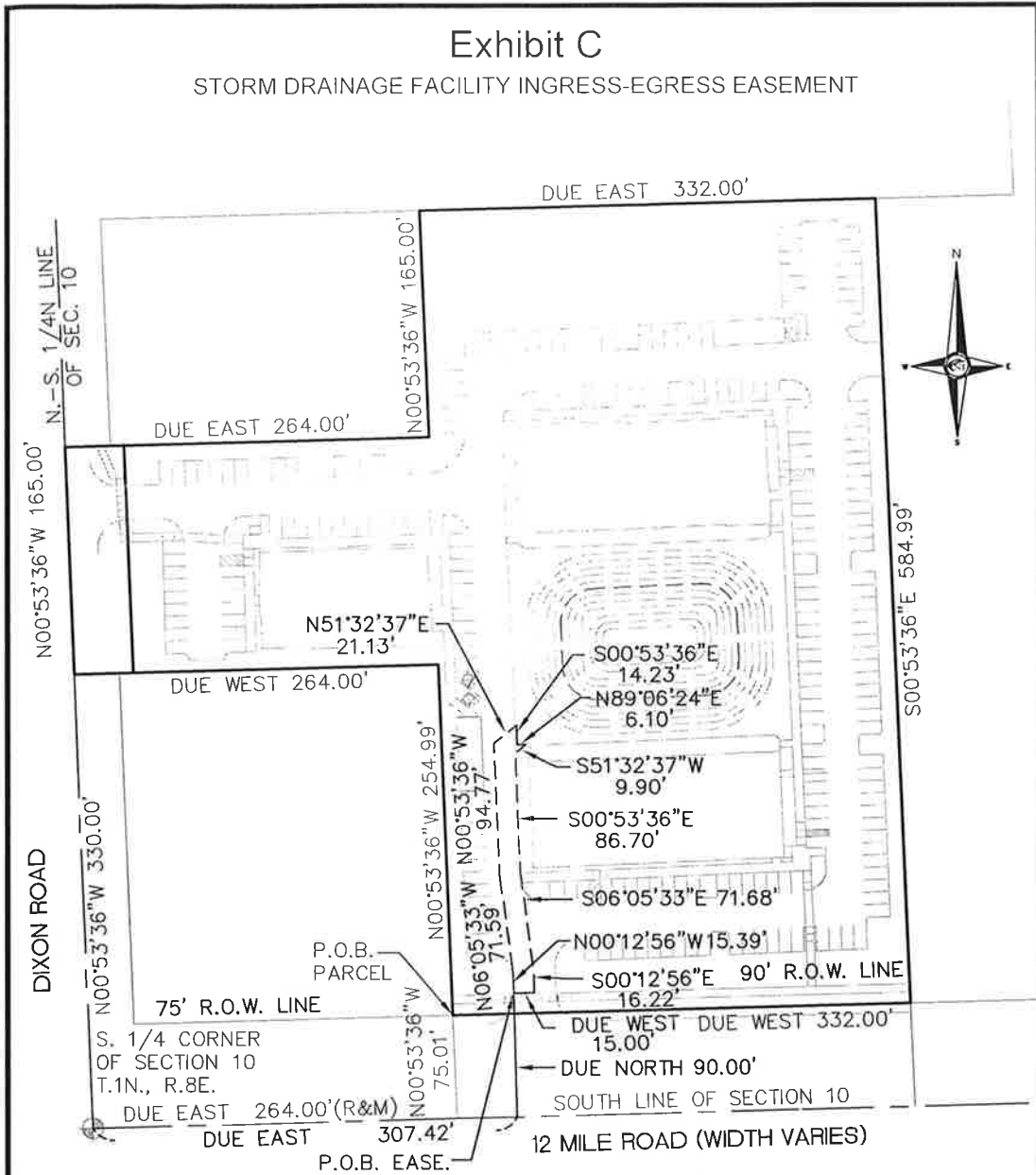
CNF
ENGINEERS
 NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL. (248) 332-7931
 FAX. (248) 332-8257

PREPARED FOR:
 ACQUIRA REALTY HOLDINGS
 44090 12 MILE ROAD
 CITY OF NOVI, MI 48377
 CONTACT:
 JOSEPH SCHIMIZZI
 PHONE: (888) 560-5540

SCALE DATE DRAWN JOB NO. SHEET
 10-06-2021 N.N. 11046-03 2 of 4

Exhibit C

STORM DRAINAGE FACILITY INGRESS-EGRESS EASEMENT



LEGAL DESCRIPTION: STORM DRAINAGE FACILITY INGRESS-EGRESS EASEMENT

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, DUE EAST 307.42 FEET; THENCE DUE NORTH 90.00 FEET TO THE POINT OF BEGINNING; THENCE N. 00° 12' 56" W., 15.39 FEET; THENCE N. 06° 05' 33" W., 71.59 FEET; THENCE N. 00° 53' 36" W., 94.77 FEET; THENCE N. 51° 32' 37" E., 21.13 FEET; THENCE S. 00° 53' 36" E., 14.23 FEET; THENCE N. 89° 06' 24" E., 6.10 FEET; THENCE S. 51° 32' 37" W., 9.90 FEET; THENCE S. 00° 53' 36" E., 86.70 FEET; THENCE S. 06° 05' 33" E., 71.68 FEET; THENCE S. 00° 12' 56" E., 16.22 FEET; THENCE DUE WEST, 15.00 FEET TO THE POINT OF BEGINNING.



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

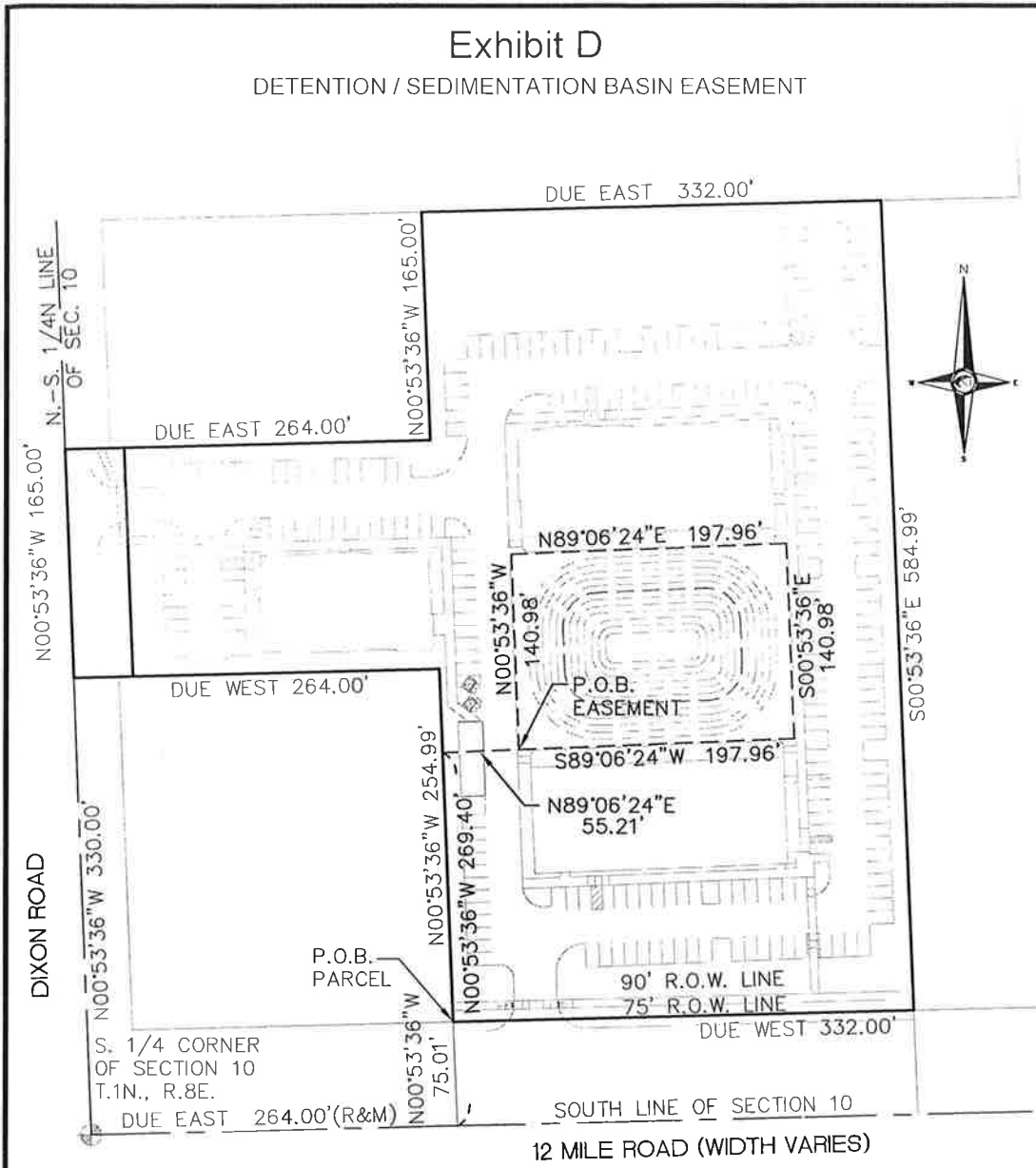
PREPARED FOR:

ACQUIRA REALTY HOLDINGS
 44090 12 MILE ROAD
 CITY OF NOVI, MI 48377
 CONTACT:
 JOSEPH SCHIMIZZI
 PHONE: (888) 560-5540

SCALE	DATE	DRAWN	JOB NO.	SHEET
	10-06-2021	N,N	H046-03	3 of 4

Exhibit D

DETENTION / SEDIMENTATION BASIN EASEMENT



LEGAL DESCRIPTION: STORM DRAIN EASEMENT

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, DUE EAST 264.00 FEET; THENCE N. 00° 53' 36" W., 269.40 FEET; THENCE N. 89° 06' 24" E., 55.21 FEET TO THE POINT OF BEGINNING; THENCE N. 00° 53' 36" W., 140.98 FEET; THENCE N. 89° 06' 24" E., 197.96 FEET; THENCE S. 00° 53' 36" E., 140.98 FEET; THENCE S. 89° 06' 24" W., 197.96 FEET TO THE POINT OF BEGINNING. CONTAINING 27,909 SQUARE FEET OR 0.641 ACRES.

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

PREPARED FOR:

ACQUIRA REALTY HOLDINGS
 44090 12 MILE ROAD
 CITY OF NOVI, MI 48377
 CONTACT:
 JOSEPH SCHIMIZZI
 PHONE: (888) 560-5540

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 100'	10-06-2021	N.N.	11046-03	4 of 4

December 2, 2022

Ben Croy
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Fountain View Professional Center - Acceptance Documents Review
Novi # JSP19-0022
SDA Job No. NV21-218
INITIAL DOCUMENTS APPROVED
FINAL DOCUMENTS APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on December 2, 2022 against the Final Site Plan (Stamping Set) approved on November 10, 2021. We offer the following comments:

Initial Acceptance Documents:

1. On-Site Water System Easement
(executed 06/06/2022: exhibit dated 03/04/2022)
Exhibit Approved
2. On-Site Sanitary Sewer Easement
(executed 05/31/2022: exhibit dated 10/06/2021)
Exhibit Approved
3. Sanitary Manhole Access Easement
(executed 05/31/2022: exhibit dated 10/06/2021)
Exhibit Approved
4. Storm Drainage Facility / Maintenance Easement Agreement
(executed 05/31/2022: exhibit dated 10/06/2021)
Exhibits A, B, C, & D Approved.
5. Cross Access Easement
(unexecuted: exhibit dated 04/25/22)
Exhibits C & D Approved
6. Quit Claim Deed for 12 Mile Road Right-of-Way
(executed 05/31/2022, unrecorded, dated 10/06/2021)
Exhibits Approved
7. Warranty Deed for Dixon Road Right-of-Way
(executed 05/31/2022, unrecorded, dated 10/06/2021)
Exhibits Approved

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 blue/black ink as the County will reject them otherwise.

8. Bills of Sale: Sanitary Sewer System and Water Supply System
SUPPLIED – APPROVED.
9. Full Unconditional Waivers of Lien from contractors installing public utilities
SUPPLIED – APPROVED.
10. Sworn Statement signed by Developer
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 August 6, 2021 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



Mike Freckelton, PE
Project Engineer

Cc (via Email): Taylor Reynolds, Spalding DeDecker
Ted Meadows, Spalding DeDecker
Courtney Hanson, City of Novi
Madeleine Daniels, City of Novi
Sarah Marchioni, City of Novi
Humna Anjum, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
Angie Sosnowski, City of Novi
Melissa Morris, City of Novi
Ben Peacock, City of Novi

November 21, 2022

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

**Re: Fountain View Professional Center
Storm Water Detention System Inspection**
Novi SP No.: JSP19-0022
SDA Job No.: NV21-218

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

Digitally signed by Heather Gendron
DN: C=US, E=hgendron@sda-eng.com,
O=Spalding DeDecker, CN=Heather Gendron
Date: 2022.11.21 16:39:46-05'00'

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)
Bill Miller, Jonna Construction Company (e-mail)
SDA CE Job File