CITY OF NOVI CITY COUNCIL DECEMBER 11, 2023



SUBJECT:

Approval of a Storm Drainage Facility Maintenance Easement Agreement from Fox Detroit Properties LLC for Jaguar-Land Rover car dealership located south of Grand River Avenue and west of Meadowbrook Road (parcel 50-22-23-251-025).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION:

The developer of Jaguar-Land Rover, Fox Detroit Properties LLC, 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 August 30, 2022. The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, July 29, 2021) and the City Engineering consultant (Spalding DeDecker, July 27, 2021), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Fox Detroit Properties LLC for Jaguar-Land Rover located south of Grand River Avenue and west of Meadowbrook Road (parcel 50-22-23-251-025).



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



July 29, 2021

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

Re: Jaguar Land Rover JSP 17-0065

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 Jaguar Land Rover 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 July 29, 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)

Christian Carroll, (w/Enclosure)

Madeleine Daniels, Planning Assistant (w/Enclosure)

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

Ben Croy, City Engineer (w/Enclosure)

Kate Purpura, Project Engineer (w/Enclosures)

Victor Boron, Project Engineer (w/Enclosure)

Rebecca Runkel, Project Engineer (w/Enclosure)

Humna Anjum, Project Engineer (w/Enclosures)

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)

Dana Kreis Glencer, Esquire (w/Enclosure)

Thomas R. Schultz, Esquire (w/Enclosure)

STORM DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT

THIS STORM DRAINAG	E FACILITY MAINTENANCE E	ASEMENT AGREEMEN	NT (this "Agreeme	nt") is made this
day of	, 2021, by and betwe	en MEADOWGRAND,	LLC, a Michigan	limited liability
company, whose addr	ess is 1845 S. Telegraph Roa	d, Bloomfield Hills, M	l 48302 (hereinaft	er the "Owner")
and the CITY OF NOVI,	its successors, assigns, or tra	ansferees, whose add	ress is 45175 Ten	Mile Road, Novi,
MI 48375 (hereinafte	r 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, as more particularly described on Exhibit A attached hereto and incorporated herein (the "Property"). Owner has received final site plan approval for construction of an automobile dealership development on the Property (the "Development").
- B. The 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 City of Novi approved plans (the "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 located on the Property in the areas described in **Exhibit C** and depicted on **Exhibit D** attached hereto (the "Easement Area"), including all wetlands which, may be part of the system, to insure that the same continue to function as intended and in accordance with the Approved Plans.

1. The Owner shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities and the Easement Area to insure that the physical condition and intended function of the Easement Area and the facilities thereon shall be preserved and maintained as set forth in this Agreement in reasonable condition and order, unless otherwise authorized by permit from the City, and, if applicable, the Michigan Department of Environment, Great Lakes, and Energy and the appropriate federal agency. The Schedule of Maintenance and the annual estimated costs for maintenance and repairs for the first three (3) years after the date hereof are described in the attached **Exhibit B**.

- 2. 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 Exhibit D 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 C and 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.
- 3. 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.
- 4. The parties hereto make this Agreement on behalf of themselves, their 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, successors, assigns and transferees.
- 5. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same instrument.
- 6. This Agreement has been made and given for a consideration of a value less that One Hundred (\$100.00) Dollars, and, accordingly, is (1) exempt from the State Transfer Tax, pursuant to MCLA 207.526(a) and (2) exempt from the County Transfer Tax, pursuant to MCLA 207.505(a).

[signatures appear on the following page]

Signature page to Storm Drainage Facility Maintenance Easement Agreement between Meadowgrand, LLC and the City of Novi

IN WITNESS WHEREOF Owner and City have executed this Agreement as of the day and year first above

set forth.	tuis Agreement as of the day and year hist above
	MEADOWGRAND, LLC,
	a Michigan limited liability company
	1/1////
	By: W
	Print Name: Mantried Dohm
	Its: Authorized Representative
STATE OF MICHIGAN)	
) ss.	
COUNTY OF OAKLAND)	
	ed before me this Aday of Suly, 2021, by norized Representative of MEADOWGRAND, LLC, a
	D 0
	Notary Public
	Acting in Oakland County, Michigan
	My Commission Expires: 12-14-2024
DIANE DENOMORE	Wy Commission Expires. 1
DIANE DENSMORE Notary Public, State of Michigan	CITY OF NOVI,
County of Oakland My Commission Expires Dec. 16, 2024	A Municipal Corporation
Acting in the County of Carland	
	By:
	Print Name: Digne Denson
	Its:
STATE OF MICHIGAN)	,
) ss.	
COUNTY OF OAKLAND)	
The foregoing instrument was acknowledge	d before me on thisday of
2021 by,, on behalf o	of the City of Novi, a Municipal Corporation.
	Notary Public
	Acting in Oakland County, Michigan
	My Commission Expires:
Drafted by:	And when recorded return to:
Elizabeth Kudla Saarela	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

Signature page to Storm Drainage Facility Maintenance Easement Agreement between Meadowgrand, LLC and the City of Novi

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

set forth.	
	MEADOWGRAND, LLC,
	a Michigan limited liability company
	Ву:
	Print Name:
	Its: Authorized Representative
STATE OF MICHIGAN)	·
) ss.	
COUNTY OF OAKLAND)	
	wledged before me thisday of, 2021, by a Authorized Representative of MEADOWGRAND, LLC, a
whengan innited hability company.	
	Notary Public
	Acting in Oakland County, Michigan
	My Commission Expires:
	CITY OF NOVI,
	A Municipal Corporation
	By:
	Print Name:
	lts:
STATE OF MICHIGAN)	
) ss.	
COUNTY OF OAKLAND)	
	vledged before me on thisday of
2021 by,, on be	ehalf of the City of Novi, a Municipal Corporation.
	Notary Public
	Acting in Oakland County, Michigan
	My Commission Expires:
Drafted by:	And when recorded return to:
Elizabeth Kudla Saarela	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 19221	Novi MI 48375

CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the STORM
DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT, dated, 2021, to which this
Consent is attached, whereby MEADOWGRAND, LLC grants and conveys said easement to the City
of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and
recordation of said easement, which easement is hereby acknowledged and agreed to be
superior to the interest of the undersigned and shall bind the undersigned and the successors
and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 30th day of June, 2021.

BMW FINANCIAL SERVICES NA, LLC, a Delaware limited liability company

Bv:

Alex Calcasola

Credit Manager

By:

Thomas Rumfola

General Manager, Credit

By his deputy Kevin Wenrick, Credit Team Lead

STATE OF OHIO

) ss.

COUNTY OF FRANKLIN

The foregoing Consent to Easement was acknowledged before me this 30th day of June, 2021, by Alex Calcasola and Kevin Wenrick, the Credit Manager and Credit Team Lead, deputy for Thomas Rumford Thomas Financial Services NA, LLC, a Delaware limited liability company.



Notary Public, State of Ohio My Commission Expires October 10, 2022

Notary Public

Acting in Franklin County, Ohio

My commission expires: October 10, 2023

Elizabeth K. Saarela 34405 W. Twelve Mile Road, Suite 200 Farmington Hills, MI 48331-5627 AND WHEN RECORDED RETURN TO:

Cortney Hanson, Clerk City of Novi 45175 W. Ten Mile Rd. Novi, MI 48375

Exhibit A

City of Novi, County of Oakland, State of Michigan

Part of the Northeast 1/4 of Section 23, T.01N., R.08E., City of Novi, Oakland County, Michigan, more particularly described as follows: COMMENCING at the East 1/4 corner of said Section 23; thence N89°58'54"W 60.00 feet along the East-West 1/4 line of said Section 23, also being the centerline of Cherry Hill Road (80 feet wide), also being the northerly line of "Meadowbrook Glens Subdivision No. 3", as recorded in Liber 145 of Plats, Pages 1, 2, 3 and 4, Oakland County Records; thence continuing N89°58'54"W, 609.71 feet along the East-West 1/4 line of said Section 23; thence N00°44'48"E 548.14 feet; thence S70°37'26"E 297.70 feet; thence N00°32'05"E 310.86 feet to the proposed right-of-way line Grand River Avenue (proposed 60 feet half width); thence S70°37'26"E 343.88 feet along the said proposed right-of-way line of Grand River Avenue to the proposed right-of-way line of Meadowbrook Road (proposed 60 feet half width); thence S00°29'39"W, 646.31 feet along said proposed right-of-way line of Meadowbrook Road to the POINT OF BEGINNING.

Tax Parcel No. 22-23-251-025

Commonly known as: 25245 Meadowbrook Road, Novi, Michigan

EXHIBIT B SCHEDULE OF MAINTENANCE FOR POND

STORMWATER MANAGEMENT PLAN MAINTENANCE TASKS AND SCHEDULE		ts, Outlet	10			4	
DURING CONSTRUCTION (RESPONSIBILITY OF CONTRACTOR)	COMPONENTS	Catch Basin, inlets, Manholes, Temp. Ou Control Structure	m Sewer Pipes	-Rap	ond, Swales	Overflow Structure	SCHEDULF
TASKS	١	Sat	Storm	ig.	Po	🖇	SCHEDULE
Inspect for accumulated sediment		x	Х	-	x	x	Weekly
Removal of accumulated sediment		х	Х		х	х	As directed by Storm Water Operator Inspections, and prior to project turn over
Inspect for floatables and debris		Х	Х	Х	Х	Х	Quarterly
Remove floatables and debris		Х	х	Х	х	х	As directed by Storm Water Operator inspections, and prior to project turn over
Inspect for site erosion				х	Х	х	Weekly
re-establish vegetation in eroded areas					х	х	As directed by Storm Water Operator Inspections, and prior to project turn over
Inspect storm water system and components during wet weather and compare to plans		×	Х			х	As required and at project turn over
Make adjustments or replacements as determin ed by annual wet weather inspection.		x	х	х	х	х	As required
Inspect, remove and repoir or replace faulty mechanical and electrical components							As required
Keep copies of all starm water operator reports and make available to City of Novi Personnel		Х	х	Х	х	х	Annually
Pavement sweeping							Weekly or as required

STORMWATER MANAGEMENT PLAN MAINTENANCE TASKS AND SCHEDULE POST CONSTRUCTION	1, Infets,	er Pipes		(D)	Structure				
POST CONSTRUCTION (RESPONSIBILITY OF OWNER/ OWNER'S SITE MAINTENANCE PROVIDER) TASKS	Catch Basin, Manholes	Storm Sewer	-Rop	Pond, Swales	Overflow St			D ANNUAL	
TASKS	S Cat	SS	Rip-	P.	8	SCHEDULE	15 /	1	1952/
Inspect for accumulated sediment	×	Х		Х	X	Annually	\$75	\$75	\$ 75
Removal of accumulated sediment	x	х		х	х	Annually first 2 years, then as required	\$50D	\$500	\$0
Inspect for floatables and debris	X	х	х	х	х	Annually	\$75	\$7 5	\$ 75
Remove floatables and debris	х	х	x	Х	х	Annually	\$100	\$50	\$50
Inspect for site erosion			×	х	х	Annually	\$75	\$75	\$75
Re-establish vegetation in eroded areas		П		х	х	Annually	\$400	\$200	\$200
Inspect storm water system and components during wet weather and compare to as—built plans (by professional engineer, reporting to maintenance financing company)	x	x	х	х	х	Annually	\$125	\$125	\$ 125
Make adjustments or replacements as determined by annual wet weather inspection.	x	х	x	х	х	As required	\$1 50	\$0	\$250
Inspect, remove and repair or replace faulty mechanical and electrical components						Annually	\$150	\$150	\$ 150
Keep records of all inspections and maintenance activities and make available to City of Novi Personnel						Annually	\$0	\$0	\$0
						TOTAL BUDGET:	\$1650	\$1250	\$1000

CLIENT:
ERHARD MOTOR SALES INC.
1845 S. TELEGRAPH
BLOOMFIELD HILLS, MICHIGAN 48302 SCALE: 1" = 150' JOB No: 2017-176 DATE: 04/23/2019 DWG. No: 2 of 4

S: \PROJECTS\2017\2017-176 BMW OF NOVI-JPB\SURVEY-DEPT\17176ESMT\17176 ESMT BMW PME.dwg; XXX

EXHIBIT C INGRESS/EGRESS EASEMENT AREA AND POND EASEMENT AREA

	Line Table	_	Line Table				
Line#	Direction	Length	Line#	Direction	Length		
L1	S00°00'00"E	90,36'	L11	N00°00'00"E	67,95'		
L2	N90°00'00''E	83.12'	L12	N90°00'00"E	190.92		
L3	\$00°00'00''E	157.64'	L13	N00°00'00"E	127.33'		
L4	N90°00'00''W	270,00'	L14	S89°30'21"E	148.95'		
L5	N00°00'00'E	85.00'	L15	S00°29'39''W	15.00'		
L6	N90°00'00"E	255,00'	L16	N89°30'21'W	133.82'		
L7	N00°00'00"E	57.64'	L17	S00°00'00"E	21.84'		
L8	N90°00'00''W	259.04'			Ÿ		
L9	S00°00'00''E	52.95'					
L10	N90°00'00''W	15.00'					

POND ACCESS AND MAINTENANCE EASEMENT DESCRIPTION

An area of land being part of the Northeast 1/4 of Section 23, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan: Commencing at the East 1/4 of said Section 23, thence N00°29'39"E along the East 1/4 line of said Section 23, 272.63 feet to the North line of Parcel 2 also known as the South line of Parcel 1; thence N89°30'29"W along the North line of Parcel 2 also known as the South line of Parcel 1, 167.00 feet; thence N83°24'25"W continuing along the North line of Parcel 2 also known as the South line of Parcel 1, 26.79 feet to the Point of Beginning; thence S00°00'00"E, 90.36 feet; thence N90°00'00"E, 83.12 feet; thence S00°00'00"E, 157.64 feet; thence N90°00'00"W, 270.00 feet; thence N00°00'00"E, 85.00 feet; thence N90°00'00"E, 255.00 feet; N00°00'00"E, 57.64 feet; N90°00'00"W, 259.04 feet; thence S00°00'00"E, 52.95 feet; thence N90°00'00"W, 15.00 feet: thence N00°00'00"E, 67.95 feet; thence N90°00'00"E, 190.92 feet; thence N00°00'00"E, 127.33 feet; thence S89°30'21"E, 148.95 feet to a point on a line lying 60 feet West, and parallel to, the East line of said Section 23; thence S00°29'39"W along the line lying 60 feet West, and parallel to, the East line of said Section 23, 15.00 feet; thence N89°30'21"W, 133.82 feet; thence S00°00'00"E, 21.84 feet to the North line of Parcel 2 also known as the South line of Parcel 1 and the Point of Beginning. Covering 0.75 acres of land more or less.

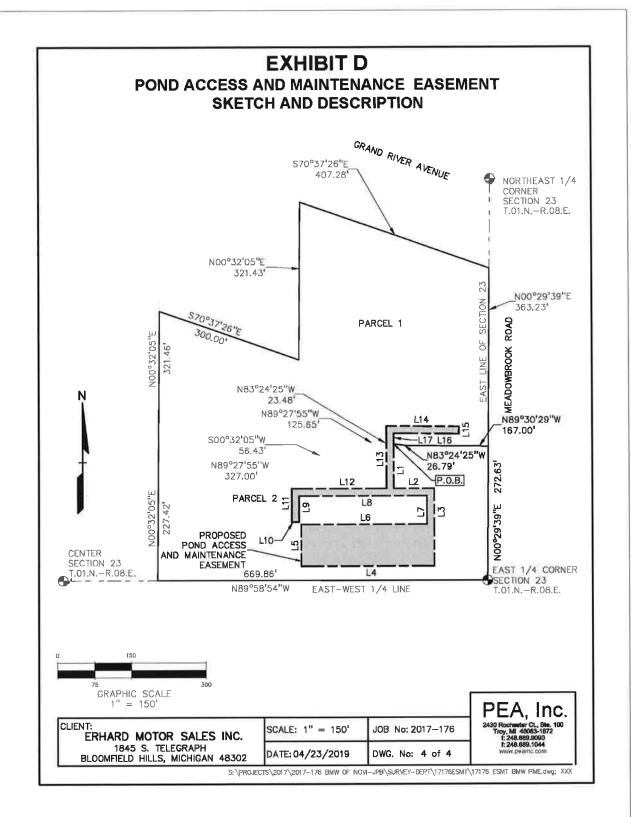
CLIENT:
ERHARD MOTOR SALES INC.
1845 S. TELEGRAPH
BLOOMFIELD HILLS, MICHIGAN 48302

SCALE: 1" = 150' JOB No: 2017-176

DATE: 04/23/2019 DWG. No: 3 of 4

PEA, Inc.
2430 Rochester Ct. Ste. 100
Troy, MI 45025-1672
1: 248,889,1044
WWW pesing.com

S:\PROJECTS\2017\2017-176 BMW OF NOW-JPB\SURVEY-DEPT\17176ESMT\17176 ESMT BMW PME.dwg; XXX



Engineering & Surveying Excellence since 1954

July 27, 2021

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

Re: Jaguar Land Rover - Acceptance Documents Review

Novi # JSP17-0065 SDA Job No. NV19-213

INITIAL DOCUMENTS APPROVED FINAL DOCUMENTS APPROVED

Dear Mr. Herczeg:

We have reviewed the Acceptance Document Package received by our office on July 19, 2021 against the Final Site Plan (Stamping Set) approved on January 18, 2021. We offer the following comments:

Initial Acceptance Documents:

- On-Site Water System Easement (executed 07/02/2021: exhibit dated 04/23/19) Exhibit Approved
- On-Site Sanitary Sewer Manhole Access Easement (executed 07/02/2021: exhibit dated 04/23/19) Exhibit Approved
- 3. Storm Drainage Facility / Maintenance Easement Agreement (executed 07/02/2021: exhibit dated 04/23/19) Exhibits A, B, C, & D 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.

- **4.** Bills of Sale: Sanitary Sewer System and Water Supply System SUPPLIED APPROVED.
- **5.** Full Unconditional Waivers of Lien from contractors installing public utilities SUPPLIED APPROVED.
- **6.** 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

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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 July 2, 2019 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): 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 Purpura, City of Novi

Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler

Angie Sosnowski, City of Novi Melissa Morris, City of Novi August 30, 2022

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

Re: Jaguar / Land Rover

Storm Water Detention System Inspection

Novi SP No.: JSP17-0065 SDA Job No.: NV19-213

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

Discuss. E=hgendron@sda-eng.com

Discuss. E=hgendron@sda-eng.com

Gendron

Date: 2022.08.30 17:59.33-04'00'

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) Ken Widerstedt, Rover Realty (e-mail) SDA CE Job File