



CITY of NOVI CITY COUNCIL

Agenda Item E
December 7, 2015

SUBJECT: Approval of a request by Mirage Development, LLC to waive the Maintenance and Guarantee Bond required under Section 26.5-10 of the ordinance for water and sewer facilities installed in Asbury Park located north of 11 Mile Road and east of Beck Road in Section 16.

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

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The developer of Asbury Park, Mirage Development, LLC, has requested that the City waive the two-year Maintenance and Guarantee Bond requirement under Ordinance Section 26.5-10 for this project due to the length of time that has elapsed since the installation of the utilities. This development was constructed prior to the adoption of the Financial Guarantee ordinance governing the timeframe for dedication of utilities, which explains the delay in utility acceptance for this site.

The Ordinance requires a Maintenance and Guarantee Bond for all newly installed water main and sanitary sewer facilities that will ultimately be dedicated as public for a two-year term. The bond ensures the improvements are in good working order by repairing any defect, whether due to improper or defective materials, equipment, labor, workmanship, or otherwise without expense to the City. The two-year term would normally coincide with the issuance of a Temporary Certificate of Occupancy for the first unit or building.

The water main and sanitary sewers serving these sites were installed, tested and approved for operation in 2004 but not formally dedicated at that time. Therefore, the developer is requesting the waiver for the Maintenance and Guarantee Bond to move forward with Utility Acceptance by the City. The City has not experienced any problems with the facilities in question and therefore staff recommends approval of the requested waiver of the Maintenance and Guarantee Bond requirement.

RECOMMENDED ACTION: Approval of a request by Mirage Development, LLC to waive the Maintenance and Guarantee Bond required under Section 26.5-10 of the ordinance for water and sewer facilities installed in Asbury Park located north of 11 Mile Road and east of Beck Road in Section 16.

	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				

Asbury Park

Location Map

Grand River Ave



Asbury Park

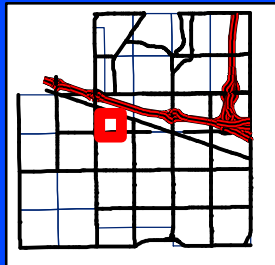
Eleven Mile Rd

Map Author: A. Wayne
Date: November 25, 2015
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 80 160 320 480
Feet

1 inch = 383 feet



Mirage
Development, L.L.C.
45380 W TEN MILE, SUITE 135
NOVI, MI 48375
OFFICE (248) 349-0582 / FAX (248) 349-0598

Adam Wayne
City of Novi
Department of Public Services
26300 Lee BeGole Drive
Novi, MI 48375

November 23, 2015

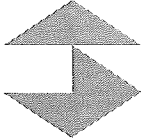
Re: Waiver Request of Utilities Maintenance Bond for Asbury Park Development

Adam Wayne,

We are requesting your approval to waive the utilities maintenance bond at Asbury Park Development. Acquiring a maintenance bond for utilities that have been in place for over a decade will prove practically difficult. The inspection record and the history of the successful use of the aforementioned utilities does provide substantial proof the utilities were well constructed and have proven themselves. Furthermore, there will be no public detriment by approving this waiver.

Sincerely,
Mirage Development, LLC


Claudio Rossi
Member



Ayres, Lewis, Norris & May, Inc.

Engineers • Planners • Surveyors
A Subsidiary of The Keith Companies, Inc.
Northwood Corporate Park
41740 Six Mile Road, Suite 104
Northville, Michigan 48167
248-596-0345
248-596-1598 (Fax)

February 6, 2004

Ms. Nancy McClain, P.E.
City of Novi
45175 W. Ten Mile Road
Novi, Michigan 48375

Re: Asbury Park Condominiums
Construction Observation - Ready for Use

Dear Ms. McClain:

Please be advised that the water main, sanitary sewer and storm sewer utilities on the above mentioned project are now **READY FOR USE**. All testing and final connections associated with these utilities have been completed.

Please note that this correspondence does not exclude the Developer or Contractor for the project from completing any existing or future punch-list items associated with these utilities prior to final approval of the entire site by the City of Novi.

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

Very truly yours,

AYRES, LEWIS, NORRIS & MAY, INC.

Ted Meadows

TMM/
303260-01/RFU
230227.00.000/

cc: Brian Coburn, P.E., City of Novi (e-mail)
Haim Schlick, P.E., City of Novi (e-mail)
Don Saven, City of Novi, (Fax)
Benny McCusker, City of Novi (e-mail)
Mike Evans, City of Novi (e-mail)
Sara Marchioni, City of Novi (e-mail)
Zora Singer, City of Novi (e-mail)
Claudio Rossi, Mirage Development
Ron Kempf, Donnely/Kempf
George Tsakoff, ALNM

Sec. 26.5-10. - Maintenance and defect guarantees authorized.

- (a) The department shall require all applicants to post a maintenance guarantee and/or defect guarantee warranting the successful operation and maintenance of improvements, and guaranteeing the workmanship, materials, and design used in construction of site improvements required by the conditions of any permits or approvals issued pursuant to this Code, as defined above.
- (b) Unless otherwise specifically indicated in this Code, all maintenance guarantees and defect guarantees shall guarantee successful operation, workmanship, materials, and design of required facilities for a period of two (2) years following final inspection and final acceptance by the city in accordance with the procedures set forth in article II of this chapter. With regard to plantings required under chapter 37 of this Code or appendix A (zoning ordinance), the maintenance and guarantee period of two (2) full growing seasons is required. If any defect or deficiency occurs or becomes evident during the two-year period, then the owner shall after ten (10) days' written notice from the city, correct it or cause it to be corrected. In the event any improvement is repaired or replaced pursuant to the demand of the city, the building official may require the guarantee with respect to such repair or replacement, as defined and determined by the department, to be extended for two (2) full years from the date of the repair or replacement.
- (c) The applicant shall notify the city and schedule inspections of facilities required pursuant to this Code, as defined above, at least sixty (60) days before the end of the two-year maintenance and/or defect period, and the city shall conduct such inspection as soon thereafter as is practicable and should generally occur within thirty (30) days.

(Ord. No. 08-173.03, Pt. I, 3-17-08)