



CITY of NOVI CITY COUNCIL

www.cityofnovi.org

Agenda Item H
October 22, 2007

SUBJECT: Approval of a request from CanZano—Estates of Meadowbrook, LLC for the release of the \$16,000 financial guarantee collected at the time of Club Lane acceptance, subject to the developer completing remaining punchlist items and the requirement that parcel 5 (22-36-376-022) post the required financial guarantee for protection of Club Lane prior to issuance of a building permit.

SUBMITTING DEPARTMENT: Engineering *RH*

CITY MANAGER APPROVAL: *PWA for CJP*

BACKGROUND INFORMATION:

The developer of Estates of Meadowbrook appeared before the City Council on October 10, 2005 for consideration of acceptance of the only street within the development, Club Lane (see previous motion sheet, attached). City Council approved the motion as recommended by staff, which called for the City to "accept the street and require that CanZano – Estates of Meadowbrook paves the wearing course now and posts a \$16,000 financial guarantee (cost of final lift of asphalt) for repairs to areas that may be damaged during construction until build out is attained."

The developer has requested that the City consider releasing the financial guarantee in his attached letter dated October 5, 2007. His contention is that the two homes that have frontage on Club Lane are substantially complete to the point that large vehicles will no longer be using Club Lane to complete the homes. The remaining two parcels that are vacant have frontage on Eight Mile Road and therefore construction access from Eight Mile is possible. As such, he argues that he has attained build-out of the home sites that could affect Club Lane and that the City should release the financial guarantee. (See attached map showing parcel layout and completion status).

Engineering staff visited the site and noted that construction of the home on parcels 2 & 3 is at the point that brick is being installed on the exterior (see attached photos). While the driveway and landscaping are not complete (which will require that heavy vehicles use Club Lane), the existing \$5,000 financial guarantee that is in place should be sufficient to cover potential damage from these activities. Engineering staff confirmed that there is an existing curb cut on Eight Mile Road that could be used for construction access for parcel 4; however a permit from Wayne County Roads may be required for construction access to parcel 5. (It should be noted that permanent access to Parcel 5 is from Club Lane through an easement on parcels 2 & 3). In order to protect Club Lane, a \$5,000 financial guarantee will be required by ordinance prior to the issuance of a building permit for parcel 5.

Stantec, the city's consultant for this development, completed an inspection of the road surface and found some deficiencies that require correction (see Stantec letter dated October 10, 2007). The total estimated construction cost and inspection fee to remedy the deficiencies is approximately \$6,000. Using the standard 1.5 multiplier, the developer should maintain a minimum financial guarantee of \$9,000 until the deficiencies identified are corrected.

To summarize Engineering's recommendations, the \$16,000 financial guarantee should be reduced to \$9,000, then subsequently released in its entirety once the punchlist items identified in Stantec's October 10, 2007 report are successfully remedied. Engineering also recommends that parcel 5 (22-36-376-022) be required to post the standard \$5,000 financial guarantee to protect Club Lane prior to the issuance of a building permit.

RECOMMENDED ACTION: Approval of a request from CanZano—Estates of Meadowbrook, LLC for the release of the \$16,000 financial guarantee collected at the time of Club Lane acceptance, subject to the developer completing remaining punchlist items and the requirement that parcel 5 (22-36-376-022) post the required financial guarantee for protection of Club Lane prior to issuance of a building permit.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Gatt				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Nagy				
Council Member Paul				

Location Map

Estates of Meadowbrook



Legend

Estates of Meadowbrook

Driveway Easement for Parcel 5

Existing Curb Cut



CITY OF NOVI
ENGINEERING DIVISION
 48175 W. TEN MILL ROAD
 NOVI, MI 48875
 (248) 347-4454
 WWW.CITYOFNOVI.MI.GIS



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 continue source and accuracy information related to this map.



Stantec Consulting Michigan Inc.
3959 Research Park Drive
Ann Arbor MI 48108-2216
Tel: (734) 761-1010
Fax: (734) 761-1200

Stantec

October 10, 2007
File: 2075049000

City of Novi
45175 W 10 Mile Road
Novi, Michigan 48375-5683

Attention: Mr. Brian Coburn, PE

Dear Mr. Coburn:

**Reference: Estates of Meadowbrook – Club Lane
Pavement Evaluation**

Please note that on October 5, 2007 we visited the above referenced site to evaluate the condition of the pavement and concrete curb within the limits of the private drive. Based on this evaluation we note the following deficiencies:

- There are 2 locations where there is a dip in the asphalt pavement along the concrete gutter that would need to be removed and replaced. The total area of these two deficiencies would total approximately 50 square feet. We would estimate the total cost to replace these two areas at approximately \$1,500.
- There are seven locations where there is cracking in the concrete curb and gutter. A total of approximately 40 lineal feet of concrete curb and gutter would have to be removed and replaced due to these deficiencies. It may also be necessary to remove and replace a thin strip of asphalt along the gutter line to allow for removal and replacement of the curb and gutter. We would estimate the total cost to replace these areas at approximately \$2,000.
- We would anticipate that the City would require full time observation and material testing of the work outlined above. We estimate a total of approximately 20 hours of observation and coordination for this work for a total cost of \$2,500.

The total estimated construction cost and inspection fee to remedy these deficiencies is estimated to be approximately \$6,000. Please note that we have not included any contingency costs or factors of safety to this amount. If you have any questions, please do not hesitate to contact us.

Sincerely,

STANTEC CONSULTING MICHIGAN INC.

A handwritten signature in blue ink, appearing to read "Dean A. Trella".

Dean A. Trella
Field Services
Tel: 734-214-1829
Fax: 734-761-1200
dean.trella@stantec.com

Attachment: Photographs

c. Aaron Staup, City of Novi
George Tsakoff, Stantec



Stantec

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Ann Arbor, Michigan 48108-2219
(734) 761-1010
(734) 761-1200 Fax

City of Novi
2075049000

10/10/07
Estates of Meadowbrook



One of the low spots located in the pavement next to the gutter edge.



Indentation in the pavement surface could have been a roll off dumpster.



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10/10/07
Estates of Meadowbrook



Here are some of the locations where the curb and gutter is cracked.





Stantec

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10/10/07
Estates of Meadowbrook



This is a section of curb where the back has been chipped off.



Photos of Parcel 2+3





**BUSINESS OF THE NOVI CITY COUNCIL
NOVI, MICHIGAN**

SUBJECT	Approval of acceptance of Estates of Meadowbrook street, water main, and sanitary sewer; and adoption of Act 51 New Street Resolution accepting Club Lane as public and adding 570 linear feet or 0.11 miles of roadway to the City's street system.		
DATE SUBMITTED	October 3, 2005	FOR AGENDA	October 10, 2005
DEPT APPROVAL	William McCusker, DPW Director Rob Hayes, P.E., City Engineer	LEGAL APPROVAL IF REQUIRED	Beth Kudla

BRIEF HISTORY

The developer of the Estates of Meadowbrook (f.k.a. Bennett-Leavitt Property) has requested the public dedication and acceptance of water main, sanitary sewer and the only street within the development, Club Lane. Engineering Division and the City Attorneys have been working with CanZano – Estates of Meadowbrook, LLC toward the completion of required documents for presentation to City Council for street and utility acceptance. All documents related to and necessary for acceptance of the infrastructure and street within this development have been received and reviewed and are in a form so as to permit acceptance by Council. (Letters and memoranda relating to the results of reviews conducted by the City Attorney, consulting engineer, Director of Public Works, and Planning Director are attached.)

A requirement for inclusion in Act 51 certification is the submittal of a formal Resolution confirming City Council acceptance of Club Lane. The attached Resolution satisfies the requirement to add 570 linear feet or 0.11 miles of additional roadway to Act 51 funding.

CanZano – Estates of Meadowbrook, LLC desires to split the parcel (PIN 22-36-376-020) west of Club Lane. In order to receive the parcel split from the City Assessor, the property must have sufficient frontage on a public road. Acceptance of Club Lane as a public street would allow the split to take place.

Estates of Meadowbrook utilities and Club Lane have been constructed in accordance with City Standards, with the exception that the wearing course of asphalt has not yet been placed. Council may wish to consider one of the following two options as a condition of public acceptance of Club Lane: 1) Accept the street and require that CanZano – Estates of Meadowbrook paves the wearing course now and posts a \$16,000 financial guarantee (cost of final lift of asphalt) for repairs to areas that may be damaged during construction until build-out is attained; or, 2) Accept the street and require that CanZano – Estates of Meadowbrook posts a \$16,000 financial guarantee for future installation of the wearing course upon reaching built-out. If Council approves acceptance of Club Lane, we recommend that the first option be required as a condition of acceptance. We believe that paving the wearing course now is reasonable as there are only three sites (of five) that remain to be built, and that the \$16,000 financial guarantee plus \$5,000 right-of-way bonds for individual lots under construction will be sufficient to cover incidental damage that may occur until full build-out is reached.

RECOMMENDED ACTION

Approval of acceptance of Estates of Meadowbrook street, water main, and sanitary sewer; and adoption of Act 51 New Street Resolution accepting Club Lane as public and adding 570 linear feet or 0.11 miles of roadway to the City's street system.



10/05/07

Brian Coburn
City of Novi
45175 W. Ten Mile Road
Novi, MI 48375

Re: Release of the letter of credit for Estates of Meadowbrook

Dear Mr. Coburn,

I have requested that the \$16,000.00 letter of credit (LC) that has been posted for the Estates of Meadowbrook project be cancelled by the City of Novi. You have told me that one of the requirements of the LC by the City Council was that the development should be built out prior to the release of the LC. My contention is that with the building of the two homes on Club Lane, there will be no further potential damage to the road. The original intent of the LC was to pay for any damage to the road that would be caused by the construction of any homes on Club Lane. There are two homes under construction on Club Lane at this time. A spec home on Parcel #1 and a home belonging to a private individual on Parcels #2 and #3. The spec home has already been landscaped and the second home is to a point where no heavy vehicles should be going in and out of the construction area by the date the existing LC is to be renewed. There is an easement from Club Lane that leads to Parcel #5 which is west of the above two homes. Both this parcel and Parcel #4 (on the attached drawing) front on 8 Mile Road. The construction for these lots can be done from 8 Mile Road. The easement is to be used only for egress and ingress by passenger vehicles to Parcel #5, not construction vehicles. Included is a letter from Martin Leavitt, the drafter of the easement, who agrees. Any home that is built on Parcel #4 or #5, can be constructed from 8 Mile Road and should not impact Club Lane. If the City of Novi is concerned that any damage could be done to Club Lane by the homes to be built on Parcels #4 and #5, they can mandate that the builder of the homes post a Club Lane road damage bond at permitting. I respectfully request that the City of Novi Council grant me a variance from the build-out requirement for the LC on Club Lane and allow the LC to expire. Please call me if you have any questions. Thank you.

Domenic Mancinelli
Member

F

Martin J. Leavitt

P.O. Box 5490 Northville, Michigan 48167

(248) 349-3980

FAX (248) 349-2810

October 4, 2007

Nick Mancinelli
Estates of Meadowbrook Company
C/o DVM Construction
32233 Schoolcraft
Livonia, Michigan 48150

Re: Easement to western portion of estates of Meadowbrook Development
Our File No.: 07-0098

Dear Nick:

You have asked the intended purpose for the GRANT OF EASEMENT, whereby parties who would be occupying homes on lots 4 and 5 of the Development, would have the right to use a 40 foot ingress – egress easement over the property known as lots 2 and 3.

The GRANT OF EASEMENT in question was dated September 9, 2002 and recorded in liber 28523 pages 135 through 136 inclusive.

Section 1 of the easement spells out its purpose was to permit the parties occupying homes on lots 4 and 5 the right on ingress and egress over lots 2 and 3 so that they might use Club Lane as an alternative entrance to their homes. The specific verbiage is "...ingress and egress to the homes to be constructed on the parcel".

As the drafter of the easement it was my understanding that the sole purpose for the GRANT OF EASEMENT was to permit such residents the right of ingress and egress but was not intended to permit other traffic, such as construction traffic.

In my opinion the recorded easement is limited to ingress and egress to homes situated on lots 4 and 5 for the occupants and guests **only**. In my opinion the easement is clear and unambiguous. It is noteworthy one individual has purchased both lots 4 and 5 and intends to occupy a single home on both parcels which would also have use of an existing entrance and right of way directly from 8 Mile Road which would be directly available to construction traffic. Should you need any further information do not hesitate to contact me.

Page 2
October 4, 2007

A copy of the recorded easement is attached hereto.

Sincerely,

Martin J. Leavitt

MJL/sv
Enclosure

cc: Mike Conniff w/ enc.
Aldo Stenta w/ enc.

LIBER 28523 PAGE 135

142898
LIBER 28523 PAGE 135
115.00 REC'D RECORDING
12.00 RECONSTRUCTION
01/25/2003 09:10:16 A.M. RECEIPT: 0007
PAID: RECEIVED - DANLAND COUNTY
A. WILLIAM CARROLL, CLERK/REGISTRAR OF DEEDS

GRANT OF EASEMENT

This conveyance is made on September 9, 2002, between Larry E. Bennett and Anita J. Bennett, his wife of 13872 Eaton Drive, Plymouth, Michigan 48170 and Maria J. Leavitt and Janice C. Leavitt, his wife, 20114 Longridge, Northville, Michigan 48167, collectively referred to in this instrument as "Grantors", to Larry E. Bennett and Anita J. Bennett, husband and wife of 13872 Eaton Drive, Plymouth, Michigan 48170, their successors or assigns, referred to in this instrument as "Grantees".

1. Purpose. Grantors are the owners of that parcel of property described in Exhibit 1 hereto which consists of three parts, one part of which is described in Exhibit 1-A hereto consisting of approximately 3.60 acres, which shall be used for individual residences, one part of which is described in Exhibit 1-B hereto which is along the eastern portion of the parcel described on Exhibit 1-A which is to be used to construct a 60 foot wide public road and right-of-way with a cul-de-sac at the northern terminus thereof ("Public Road"), which Public Road is to be dedicated to the City of Novi to be used as ingress and egress to the homes to be constructed on the parcel described on Exhibit 1-A as well as a residence to be constructed on the parcel described in Exhibit 2 hereto, and one part of which is described on Exhibit 1-C hereto which separates the part described on Exhibit 1-B from the eastern boundary line of the parcel described on Exhibit 1. The Grantors desire to grant to Grantees a 40-foot ingress-egress easement over the property described on Exhibit 1-A and to the property described on Exhibit 3 hereto upon which the Grantees plan to build a residence. The 40-foot ingress-egress easement, which is the subject of this grant, is described on Exhibit 4, hereto.

2. Burdened Property. Grantors are the owners of the property described on Exhibit 1-A hereto, the "Burdened Premises".

3. Benefited Property. The Grantees are the owners of the adjoining land described on Exhibit 3, the "Benefited Premises".

4. Consideration. In consideration of the grant of this right of way, Grantees agree to pay Grantor the sum of \$1.00 payable in cash upon the grant of this easement.

5. Description of Easement. Grantors grant to Grantees a right of way for a road over the Burdened Premises for ingress and egress. The right of way shall be for a private easement in order to construct a private road 20 feet in width, which easement shall be 40 feet in width as described in Exhibit 4.

6. Condition and Maintenance. Grantees shall be responsible for maintaining the road to be constructed on the private easement that is the subject of this grant and shall not allow it to become unsightly or a nuisance. The road shall be used by residential traffic for ingress and egress to the family residence to be located upon the Benefited Premises.

7. Interest in Realty. The right of way is to be an easement over the Burdened Premises for the use and benefit of the Benefited Premises and is to be in appurtenance to the Benefited Premises and shall run with the land.

8. Warranty. Grantor warrants it has good and marketable title to the right of way.

[Signature]
Michael J. Leavitt

GRANTOR:
[Signature]
Larry E. Bennett, a married man

O.K. - AW

~~David A. Mowbray~~
~~David A. Mowbray~~
~~Michael J. Leavitt~~

~~Anita J. Bennett~~
Anita J. Bennett, his wife

~~David A. Mowbray~~
~~David A. Mowbray~~
~~Michael J. Leavitt~~

~~Martin J. Leavitt~~
Martin J. Leavitt, a married man

~~David A. Mowbray~~
~~David A. Mowbray~~
~~Michael J. Leavitt~~

~~Janice C. Leavitt~~
Janice C. Leavitt, his wife

~~David A. Mowbray~~
~~David A. Mowbray~~
~~Michael J. Leavitt~~

GRANTEES:
~~Larry E. Bennett~~
Larry E. Bennett, a married man

~~David A. Mowbray~~
~~David A. Mowbray~~
~~Michael J. Leavitt~~

~~Anita J. Bennett~~
Anita J. Bennett, his wife

STATE OF MICHIGAN)
COUNTY OF Oakland) SS.

The foregoing instrument was acknowledged before me this 9th day of September 2002, by Larry E. Bennett and Anita J. Bennett, husband and wife.

Mary Ann Richardson
Notary Public
Oakland County, Michigan
My Commission Expires: 11-28-04

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

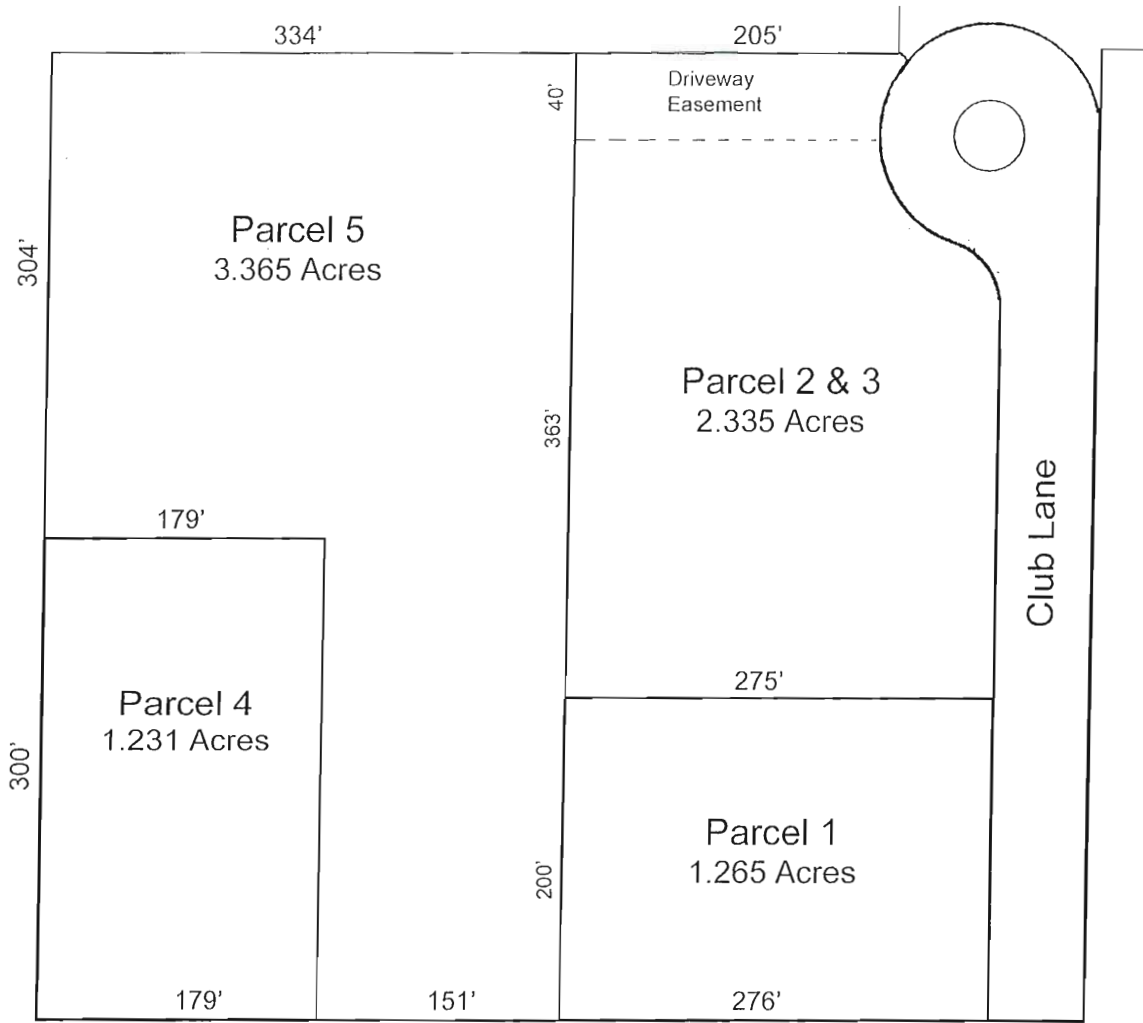
MARY ANN RICHARDSON
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES NOV 28, 2004

The foregoing instrument was acknowledged before me this 9th day of September 2002, by Martin J. Leavitt and Janice C. Leavitt, husband and wife.

Mary Ann Richardson
Notary Public
Oakland County, Michigan
My Commission Expires: 11-28-04

MARY ANN RICHARDSON
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES NOV 28, 2004

Estates of Meadowbrook



Eight Mile Road

NOT to Scale