



CITY OF MADISON HEIGHTS

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

SITE PLAN GUARANTEE

WHEN IS A SITE PLAN GUARANTEE REQUIRED?

Refer to **Section 15.04.7** of the Zoning Ordinance for project types that require the submittal of a Site Plan Guarantee, summarized below.

Prior to the issuance of any building permit for any project or development which requires Major Site Plan approval, or any site deemed necessary by the Planning and Zoning Administrator under the Zoning Ordinance, the applicant for same shall provide a **site plan completion guarantee deposit** to the city. Said deposit shall guarantee completion of all site improvements shown on the approved site plan and, if required, engineering plan.

Completion shall mean inspection by the appropriate city officials and approval for compliance with the approved site plan and, if required, engineering plan, not less than six months after the last occupancy certificate has been issued.

Site improvements shall mean, but shall not be limited to, drives and streets, curbs and gutters, sidewalks, water and sanitary sewer systems, drainage facilities and retention/detention basins, final grading and swales, retaining walls, landscaping and parking lots.

WHAT AMOUNT IS REQUIRED FOR A SITE PLAN GUARANTEE?

The amount of the guarantee shall be as established from time to time by city council resolution, as indicated in the Site Plan Guarantee application.

WHEN IS A SITE PLAN GUARANTEE RELEASED?

In the event the applicant fails to correct any deficiencies within 30 days of written notice from the city, the city shall have the authority to use the guarantee to complete the site improvements, or repairs to said improvements, within a period of nine months following the issuance of the last Certificate of Occupancy unless good cause can be shown by the applicant for the delay in completion. The city may, at its sole discretion, agree in writing to a specific extension of the nine-month period. The city may use the completion guarantee to hire sub-contractors to complete work, fund inspections and for the administration of the required work including legal fees.

SITE PLAN GUARANTEE

The guarantee or portion thereof, shall be promptly released upon the inspection and approval of all improvements in compliance with the approved final site plan or conditional use permit and all applicable city standards and specifications. Portions of the guarantee may be released, in not more than three installments, provided:

- (1) The project or approved phase of a project has been completed for six months and the improvements for which the release is requested have been inspected and approved in accordance with the above standards, and the remaining balance is sufficient to cover the remaining improvements, including administrative and contingency expenses; and
- (2) The guarantee shall not be reduced below the minimum amount required above.

WHICH TYPES OF GUARANTEES ARE ACCEPTED?

The applicant may provide a guarantee in the form of a cash deposit, certified check, surety bond or letter of credit in a form acceptable to the city. Surety bonds and letters of credit shall be valid for a period of one year past the anticipated request for the last Certificate of Occupancy for the entire project and, if required, shall be renewed by the applicant not less than 30 days prior to expiration.



CITY OF MADISON HEIGHTS COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT SITE PLAN GUARANTEE

In accordance with Section 15.04.7 of the Madison Heights Zoning Ordinance, this Site Plan Guarantee is being submitted to ensure installation of all site improvements required on the approved site plan for the project listed below, and is based upon the following cost estimates and bond calculations:

I. PROJECT INFORMATION

Project Name _____

Project Address _____

Site Plan Number PSPR # _____

Applicant Name _____

Applicant Address _____

City _____ State _____ ZIP _____

Interest in Property (owner, tenant, option, etc.) _____

Contact Person _____

Telephone Number _____ Email Address _____

II. COST ESTIMATES AND BOND CALCULATIONS

DOCUMENTATION MUST BE PROVIDED

		Cost Estimate	Bond Amount
A.	Residential Projects: Five hundred (\$500.00) dollars per dwelling unit _____ Units x \$500 but not less than five thousand dollars (\$5,000.00)	\$ _____	\$ _____
B.	Non-Residential Projects: Equal to one-half (1/2) of the total cost of site improvements but not less than five thousand dollars (5,000.00)	(Improvement Cost) x 0.5	\$ _____
			TOTAL: \$ _____

SITE PLAN GUARANTEE

III. CERTIFICATION BY APPLICANT

I do hereby deposit the sum of \$ _____ as calculated above and guarantee that I shall:

1. Complete the site improvements as shown on the approved Site Plan referenced above. With approval, certain items may be delayed or postponed due to seasonal considerations with the guarantee to remain in effect.
2. Comply with all requirements of the City that relate to improvements called for on the approved Site Plan.
3. Request final site inspections from the Community & Economic Development Department.
4. Not occupy the building(s) or utilize the site in any way, unless directly related to construction activity, prior to receiving a Certificate of Occupancy.
5. Contact the Community & Economic Development Department prior to any modifications or deviations from approved plans during construction. Failure to do so may result in forfeiture of the guarantee to secure compliance with approved plans.

I understand that I must request all final inspections as outlined above and that the guarantee will be returned upon completion of all site work in accordance with the Approved Plan(s) and the requirements of the ordinance. I hereby acknowledge that I have read and understand Section 15.04.7 of the Zoning Ordinance.

Signature of Applicant

Date

STAFF USE ONLY
[DO NOT ACCEPT INCOMPLETE APPLICATIONS]

SITE PLAN GUARANTEE NO.: _____

SITE PLAN NO.: PSPR # _____

DATE GUARANTEE RECEIVED: _____

RECEIVED BY: _____

DATE GUARANTEE RELEASED: _____

SITE PLAN GUARANTEE BOND

FOR OFFICE USE ONLY

BSP _____ - _____

KNOW ALL MEN BY THESE PRESENTS that we:

_____ as Principal, and _____, authorized to do business in the State of _____, and having an office at _____, as surety, are held and firmly bound unto The City of Madison Heights, Michigan as obligee, in the penal sum of _____ (\$) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents;

WHEREAS, the above bounden principal has been granted approval by the above named obligee for: Completion of all site improvements as shown on approved site plan for PSPR _____ - _____ and / or PENG _____ for a _____ located at _____ Madison Heights, MI 48071.

NOW, THEREFORE, the condition of the above obligation is such that, if the said Principal shall complete the above improvements in accordance with the plans and specifications prepared by the City of Madison Heights Community Development Department within the 1 year period from the date hereof or 6 months after date of occupancy, whichever is later and shall indemnify and save harmless the city from all costs and damages which it may suffer by reason of failure to do so, and fully reimburse and repay the obligee any outlay and expense which it may occur in making good any such default, then this obligation shall be null and void, otherwise to remain in full force and effect.

THE FORGOING OBLIGATION, however, is limited by the following express conditions, the performance of which shall be a condition precedent to any rights of claims or recovery hereunder:

- 1 Upon the discovery by the obligee, or by the obligee's agent or representative, of any act or omission that shall or might involve a loss hereunder, the obligee shall endeavor to give written notice thereof with the fullest information obtainable at the time to the surety at its address of record.
- 2 Legal proceedings for recovery hereunder may not be brought unless begun within three (3) years from the date of the discovery of the act or omission of the principal on account of which claim is made.

SITE PLAN GUARANTEE

- 3 The principal shall be made a party of any suite or action for recovery hereunder, and no judgment shall be rendered against the surety in excess of the penalty of this instrument.
- 4 No right of action shall accrue hereunder to or for the use or benefit of anyone other than the obligee, and the obligee's right hereunder, may not be assigned without the written consent of the surety.

IN WITNESS WHEREOF, the duly authorized representative of the principal and the surety has executed this instrument.

Signed and sealed this _____ day of _____, 20 ____.

(Witness)

(Principal and Title)

(Witness)

(Surety and Title)