



CITY COUNCIL AGENDA ITEM

Date: June 13, 2011

To: John Szerlag, City Manager

From: Mark F. Miller, Director of Economic and Community Development
Steven Vandette, City Engineer *[Signature]*

Subject: Private Agreement – First Baptist Church of Troy Lot Improvements
Project No. 09.903.3

Background

The Engineering Department has reviewed the plans for this project and recommends approval. The plans include storm sewer and a detention basin. The site is located on the west side of John R, south of Big Beaver Road, 2601 John R.

The Owner has provided a performance bond and 10% cash for escrow and cash fees in the amount of the estimated cost of public improvements, as required.

Recommendation

Approval is recommended

cc: Tonni Bartholomew, City Clerk (Original Agreement)
James Nash, Financial Services Director

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

Project No.: 09.903.3

Project Location: NE 1/4 Section 26

Resolution No:

Date of Council Approval:

This Contract, made and entered into this ___ day of _____, 20__ by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and First Baptist Church of Troy whose address is 2601 John R Road, Troy, MI 48083 and whose telephone number is (248) 689-4555 hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of Storm Sewer and Detention Basin in accordance with plans prepared by Professional Engineering Associates, Inc. whose address is 2430 Rochester Court, Suite 100, Troy, MI 48083 and whose telephone number is (248) 689-9090 and approved prior to construction by the City in accordance with City of Troy specifications.

SECOND: That the Owners agree to provide the following securities to the City prior to the start of construction, in accordance with the Detailed Summary of Required Deposits & Fees (attached hereto and incorporated herein):

Refundable escrow deposit equal to the estimated construction cost of \$48,609.00. This amount will be deposited with the City in the form of (check one):

- | | |
|-----------------------------------|-------------------------------------|
| Cash | <input type="checkbox"/> |
| Certificate of Deposit | <input type="checkbox"/> |
| Irrevocable Bank Letter of Credit | <input type="checkbox"/> |
| Check | <input type="checkbox"/> |
| Performance Bond & 10% of Cash | <input checked="" type="checkbox"/> |

Refundable cash deposit in the amount of \$5,000.00. This amount will be deposited with the City in the form of (check one):

- | | | | |
|------|--------------------------|-------|--------------------------|
| Cash | <input type="checkbox"/> | Check | <input type="checkbox"/> |
|------|--------------------------|-------|--------------------------|

Non-refundable cash fees in the amount of \$8,942.00. This amount will be paid to the City in the form of (check one):

- | | | | |
|------|--------------------------|-------|--------------------------|
| Cash | <input type="checkbox"/> | Check | <input type="checkbox"/> |
|------|--------------------------|-------|--------------------------|

Said refundable escrow deposits shall be disbursed to the Owners after approval by the City. The City reserves the right to retain a minimum of ten (10) percent for each escrowed item until the entire site/development has received final inspection and final approval by all City departments. Refundable cash deposits shall be held until final approval has been issued. Disbursements shall be made by the City within a reasonable time, after request for refund of deposits is made by the Owners.

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THIRD: The owners shall contract for construction of said improvement with a qualified contractor. Owners, or their agents, and contractor(s) agree to arrange for a pre-construction meeting with the City Engineer prior to start of work. All municipal improvements must be completely staked in the field under the direct supervision of a registered civil engineer or registered land surveyor, in accordance with the approved plans. Revisions to approved plans required by unexpected or unknown conflicts in the field shall be made as directed by the City.

FOURTH: Owners agree that if, for any reason, the total cost of completion of such improvements shall exceed the sums detailed in Paragraph SECOND hereof, that Owners will immediately, upon notification by the City, remit such additional amounts in accordance with Paragraph SECOND hereof. In the event the total cost of completion shall be less than the sums as detailed in Paragraph SECOND hereof, City will refund to the Owners the excess funds remaining after disbursement of funds.

FIFTH: Owners agree to indemnify and save harmless City, their agents and employees, from and against all loss or expense (including costs and attorneys' fees) by reason of liability imposed by law upon the City, its agents and employees for damages because of bodily injury, including death, at any time resulting therefrom sustained by any person or persons or on account of damage to property, including work, provided such injury to persons or damage to property is due or claimed to be due to negligence of the Owner, his contractor, or subcontractors, employees or agents, Owner further agrees to obtain and convey to the City all necessary easements and/or right-of-way for such public utilities as required by the City Engineer.

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this _____ day of _____, 20_____.

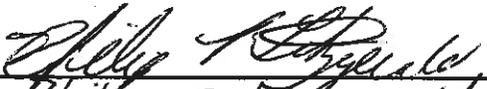
OWNERS

CITY OF TROY

By:

5/26/11

By:



Philip E. Fitzgerald
Please Print or Type

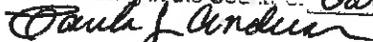
Louise E. Schilling, Mayor



De Wayne Fitzgerald
Please Print or Type

Tonni Bartholomew, City Clerk

PAULA J. ANDERSON
Notary Public, State of Michigan
County of Macomb
My Commission Expires Nov. 27, 2011
Acting in the County of Oakland



STATE OF MICHIGAN, COUNTY OF OAKLAND

On this _____ day of _____, A.D.20_____, before me personally appeared _____ known by me to be the same person(s) who executed this instrument and who acknowledged this to be his/her/their free act and deed.

NOTARY PUBLIC, Oakland County, Michigan

My commission expires: _____

Approval of Contract for the Installation of Municipal Improvements (Private Agreement) for First Baptist Church of Troy Lot Improvements Project No. 09.903.3

RESOLVED, that the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and First Baptist Church of Troy, is hereby approved for the installation of Storm Sewer and Detention Basin on the site and in the adjacent right of way, and the Mayor and City Clerk are authorized to execute the documents, a copy of which shall be attached to the original Minutes of this meeting.