



## CITY COUNCIL AGENDA ITEM

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Date: January 30, 2012

To: John Szerlag, City Manager

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

Subject: Private Agreement – Athens Parc Site Condo's  
Project No. 05.913.3

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### Background

The Planning Commission recommended preliminary site plan approval for the above referenced project on 05/10/2005; City Council approved the preliminary site plan on 06/06/2005. The Engineering Department has reviewed the plans for this project and recommends approval. The plans include sanitary sewer, water main, storm sewer, detention, paving, sidewalks, landscaping and soil erosion.

The Owner has provided a certificate of deposit 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: M. Aileen Bittner, City Clerk (Original Agreement)  
Keith Francis, Interim Controller

# City Of Troy

## Contract for Installation of Municipal Improvements (Private Agreement)

Project No.: **05.913.3**

Project Location: **SE 1/4 Section 14**

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 **Athens Parc Developers, LLC** whose address is **3301 Mirage, Troy, MI 48083** and whose telephone number is **248-619-0529** hereinafter referred to as "Owners", provides as follows:

**FIRST:** That the City agrees to permit the installation of **sanitary sewer, water main, storm sewer, detention, paving, sidewalks, landscaping and soil erosion**, in accordance with plans prepared by **Anderson Eckstein & Westrick** whose address is **51301 Schoenherr, Shelby Twp., MI 48315** and whose telephone number is **586-726-1234** 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 \$ **269,454.00** This amount will be deposited with the City in the form of (check one):

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

Refundable cash deposit in the amount of \$ **38,316.00**. This amount will be deposited with the City in the form of (check one):

Cash	<input type="checkbox"/>	Check	<input checked="" type="checkbox"/>
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Non-refundable cash fees in the amount of \$ **25,937.00**. This amount will be paid to the City in the form of (check one):

Cash	<input type="checkbox"/>	Check	<input checked="" type="checkbox"/>
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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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Contract for Installation of Municipal Improvements  
(Private Agreement)

**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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Contract for Installation of Municipal Improvements  
(Private Agreement)

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

OWNERS

By: *[Signature]*

Gary Abitheira

Please Print or Type

\_\_\_\_\_

Please Print or Type

CITY OF TROY

By:

\_\_\_\_\_

Janice Daniels, Mayor

\_\_\_\_\_

M. Aileen Bittner, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 30<sup>th</sup> day of JANUARY, A.D. 2012, before me personally appeared Gary Abitheira 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.

*[Signature]*

NOTARY PUBLIC, Oakland County, Michigan

My commission expires: 10-14-2016

JANET M PARSONS  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires 10-14-2016  
Acting In the County of OAKLAND

Detailed Summary of Required Deposits & Fees  
Athens Parc  
13 Units - Section 14

**ESCROW DEPOSITS or PERFORMANCE BOND:**

Sanitary Sewers	\$56,500
Water Mains	\$29,900
Storm Sewers	\$64,880
Rear Yard Drains	\$9,348
Pavement - CONCRETE	\$81,656
Grading	\$15,000
Monuments and Lot Corner Irons	\$890
Sidewalks - ON SITE	\$1,800
Sidewalks - OFF SITE	\$1,680
Deposit for the Repair of Damage to Existing Public Streets Used for Access	\$7,800

**TOTAL ESCROW DEPOSITS or PERFORMANCE BOND (REFUNDABLE):** \$269,454

(Circle One)

**CASH FEES (NON-REFUNDABLE):**

Water Main Testing and Chlorination (PA2)	\$650
Street Name and Traffic Signs (SUB 4)	\$663
Soil Erosion and Sedimentation Control Permits (SUB 10)	\$2,900
Testing Services (SUB 11)	\$4,042
Engineering Review and Inspection (PA 1)	\$20,182
Less Initial Engineering Review Fee (Public & Private)(1.1%)	-\$2,500

**(PA 3) TOTAL CASH FEES (NON-REFUNDABLE):** \$25,937

**CASH DEPOSITS (REFUNDABLE):**

Sidewalk Closures	\$324
Deposit for Maintenance & Cleaning of Ex. Public Streets Used for Access	\$2,600
Landscape Deposit	\$1,168
Punchlist & Restoration Deposit	\$32,599
Deposit for Repair, Replacement or Maintenance of SESC	\$1,625

**(PA 3) TOTAL CASH DEPOSITS (REFUNDABLE):** \$38,316

Stormwater detention for this development will be provided by:

Private Pond with Athens High School

Engineer: Anderson Eckstein & Westrick

Developer: Athens Parc Developers LLC