

April 10, 2006

TO: John M. Lamerato, Acting City Manager

FROM: Brian P. Murphy, Assistant City Manager/Services
Steven J. Vandette, City Engineer

SUBJECT: Agenda Item - Private Agreement for Longfellow Site Condominiums
Project No. 05.915.3

The Engineering Department has reviewed and approved plans for this project, which includes sanitary sewer, storm sewer and soil erosion.

The Owner has provided a letter of credit for escrow and cash fees in the amount of the estimated cost of public improvements, as required.

Approval is recommended.

cc: Carol Anderson, Director of Parks and Recreation
Tonni Bartholomew, City Clerk (Original Agreement)
Nino Licari, City Assessor
Mark Miller, Planning Director
James Nash, Financial Services Director
Timothy Richnak, Director of Public Works
Quattro Development Co.

Enclosed Private Agreement, Detailed Summary, Sketch and Suggested Resolution

**CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS
(PRIVATE AGREEMENT)**

PROJECT NO. 05.915.3

PROJECT LOCATION:

SE ¼ Sec 15

RESOLUTION NO.

DATE OF COUNCIL APPROVAL:

KNOW ALL MEN BY THESE PRESENT; That the City of Troy, a Michigan Municipal Corporation of the County of Oakland, State of Michigan, hereinafter referred to as "City" and Quattro Development Co. whose address is 47858 Van Dyke, Suite 410, Shelby Twp., MI and whose telephone number is 586-726-1231 hereinafter referred to as "Owners".

WITNESSETH, FIRST: That the City agrees to allow the installation of Sanitary sewer, storm sewer, and soil erosion in accordance with plans prepared by Anderson, Eckstein & Westrick, Inc. whose address is 53445 Grand River Ave., New Hudson, MI 48165 and whose telephone number is 248-446-0480 and approved prior to construction by the City specifications of the City shall be complied with for this construction.

SECOND: That the Owners agree to contribute the approximate contract price of \$ 49,693.00. This amount will be transmitted to the City Clerk for installation of said improvements in the form of (check one):

- Cash
- Certificate of Deposit
- Irrevocable Bank Letter of Credit
- Check
- Performance Bond & 10% Cash

Said funds shall be placed on deposit with the City upon the execution of this contract and shall be disbursed to the owner by the City only upon presentation of duly executed waivers of lien and sworn statements satisfactory to the City, and after final inspection and approval by the Engineering Department for the City. In addition, the owners agree to deposit and contribute \$11,793.00 cash fee per the attached **Detailed Summary of Required Escrow Deposits Cash Deposits and Cash Fees.**

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THIRD: Owners agree to arrange for a pre-construction meeting with the City Engineer and the contractor 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, according to the approved plans.

FOURTH: Owners hereby acknowledge the benefit to their property conferred by the construction of the aforementioned and agree and consent to pay the total sum of \$61,486.00 for the construction of said public utilities in lieu of the establishments of any special district by the City. Further, owners acknowledge that the benefit to their property conferred by the improvement is equal to, or in excess of, the aforementioned amount.

FIFTH: Owners agree that if, for any reason, the total cost of completion of such improvement shall exceed the sum deposited with the City in accordance with Paragraph SECOND hereof, that Owners will immediately remit such additional amount to the City upon request and City will disburse such additional amount in accordance with Paragraph SECOND hereof. In the event the total cost of completion shall be less than the sum deposited with City in accordance with Paragraph SECOND hereof, City will reimburse to the Owners the excess funds remaining after disbursement of funds.

SIXTH: 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 for such public utilities as required by the City Engineer.

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(PRIVATE AGREEMENT)**

PROJECT NO. 05.915.3

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RESOLUTION NO.

DATE OF COUNCIL APPROVAL:

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:

By:

Please Print or Type

Louise E. Schilling, Mayor

Please Print or Type

Tonni Bartholomew, City Clerk

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: _____

Detailed Summary of Required Escrow Deposits or Performance Bond, Cash Fees & Deposits
Longfellow Site Condominium
5 Units - Section 15

ESCROW DEPOSITS:

Sanitary Sewers	\$18,190
Rear Yard Drains	\$14,610
Grading	\$2,500
Soil Erosion Control Measures	\$124
Monuments and Lot Corner Irons	\$210
Temporary Access Road	\$1,000
Sidewalks - ON SITE	\$4,287
Sidewalks - OFF SITE	\$2,772
Deposit for the Repair of Damage to Existing Public Streets Used for Access	\$6,000
TOTAL ESCROW DEPOSITS (REFUNDABLE):	\$49,693

CASH FEES (NON-REFUNDABLE):

Soil Erosion and Sedimentation Control Permits (SUB 10)	\$124
Testing Services (SUB 11)	\$745
Engineering Review and Inspection (PA 1)	\$4,025
(PA 3) TOTAL CASH FEES (NON-REFUNDABLE):	\$4,895

CASH DEPOSITS (REFUNDABLE):

Sidewalk Closures	\$162
Deposit for Maintenance & Cleaning of Ex. Public Streets Used for Access	\$2,000
Punchlist & Restoration Deposit	\$4,736
(PA 3) TOTAL CASH DEPOSITS (REFUNDABLE):	\$6,898

Stormwater detention for this development will be provided by: An existing detention basin

Engineer: Anderson, Eckstein & Westrick
Developer: Franco Mancini

SITE DEVELOPMENTAL DATA

CURRENT ZONING: R-1C ONE FAMILY RESIDENTIAL
 ADJACENT ZONING: R-1C ONE FAMILY RESIDENTIAL - ALL SIDES
 TOTAL SITE AREA: 2.18 ACRES (94,000 SQ. FT.)
 1.85 ACRES (81,000 SQ. FT.)
 LOT 1 0.35 AC. - 0.25 AC. (WITH OUTLOT)
 LOT 2 0.35 AC. - 0.25 AC. (WITH OUTLOT)
 LOT 3 0.35 AC. - 0.25 AC. (WITH OUTLOT)
 LOT 4 0.45 AC.
 LOT 5 0.34 AC.

DEVELOPMENT DATA: EXISTING 2 STORY HOUSE & GARAGE SHALL BE DEMOLISHED.

RETRICKS:
 FRONT: 30' FROM H.O.W.
 SIDE: 10'
 REAR: 40'

UTILITIES: THE SITE IS CURRENTLY SERVICED WITH WATER, SANITARY, STORM SEWER, ELECTRIC, TELEPHONE AND GAS.
 SUMMARY: 24" SANITARY SEWER WILL BE EXTENDED FROM PINEWOOD SUBDIVISION TO LOT 3 TO SERVICES LOTS 1, 2 AND 3. THE EXISTING 6" SERVICES WILL BE USED FOR LOTS 4 AND 5 FROM EXISTING 12" WATER MAIN ALONG LONGFELLOW ROAD.

WATER SERVICE: WATER SERVICE LEADS WILL BE DAPPED INTO THE EXISTING 10" WATER MAIN ON THE SOUTH SIDE OF LONGFELLOW FOR LOTS 1, 2 AND 3. THE EXISTING SERVICES WILL BE USED FOR LOTS 4 AND 5 FROM EXISTING 12" WATER MAIN ALONG LONGFELLOW ROAD.

STORM SEWER: 12" UNDERDRAIN WILL BE PLACED ALONG REAR YARDS 8' AND 12' UNDERDRAIN WILL BE PLACED ALONG EXISTING 24" STORM SEWER AS REQUIRED AND RAN INTO EXISTING 24" STORM SEWER.

RETENTION: RETENTION IS NOT REQUIRED FOR THIS SITE AS SWALLOWHOOP STORM SEWER AND RETENTION FACILITY HAVE BEEN INSTALLED TO ACCEPT AND RETAIN THE STORM WATER FOR THE PROPOSED 2.18 ACRES.

103

104

105

106

BENCH MARK LIST

BENCH MARK No. 1
 ANCHOR CO. TOP OF HYDRAULIC
 WEDGE SIZE OF ROCHESTER
 ROAD, 28 HOUSE #1437N
 ELEVATION: 975.47

BENCH MARK No. 2
 ANCHOR CO. TOP OF HYDRAULIC
 WEDGE SIZE OF ROCHESTER
 ROAD, 28 HOUSE #1436N
 ELEVATION: 975.52

BENCH MARK No. 3
 ANCHOR CO. TOP OF HYDRAULIC
 WEDGE SIZE OF ROCHESTER
 ROAD, 28 HOUSE #1435N
 ELEVATION: 975.41

BENCH MARK No. 4
 PK. NAIL IN EACH FACE OF
 12" ASH TRUNK, 47' WEST OF
 TREE #100
 ELEVATION: 986.10

BENCH MARK No. 5
 PK. NAIL IN NORTH FACE OF
 SERVICE UTILITY POLE
 ELEVATION: 989.39

DEVELOPER

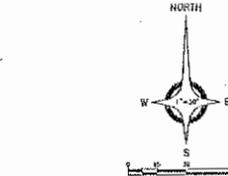
FRANCIS C. MANNING
 4308 VAN DYKE
 SUITE 410
 SHELBY TOWNSHIP, MICHIGAN 48017
 (248) 778-1561 (OFFICE)
 (248) 778-1007 (FAX)

ENGINEER

ANDERSON, ECKSTEIN & WESTBICK, INC.
 2345 GRAND RIVER AVENUE
 NEW HUDSON, MICHIGAN 48165
 (248) 446-8480 (OFFICE)
 (248) 446-0403 (FAX)

DESCRIPTION (PARCEL 20-15-428-012)

THAT OF THE SOUTHWEST QUARTER OF SECTION 15, TOWN 2 NORTH, RANGE 14 EAST, CITY OF TROY, OKLAHOMA COUNTY, OKLAHOMA, BEING DESCRIBED AS:
 COMMENCING AT THE WEST CORNER POST OF SECTION 15; THENCE SOUTH 87 DEGREES 16 MINUTES 56 SECONDS EAST (RECORD SOUTH 80 DEGREES 16 MINUTES 23 SECONDS EAST) 166.00 FEET ALONG THE WEST LINE OF SECTION 15; THENCE NORTH 89 DEGREES 20 MINUTES 43 SECONDS WEST 79.00 FEET TO THE WESTERN BOUNDARY OF WAY LINE OF ROCHESTER ROAD (75.00 FEET WIDE HALF WIDTH AND FOR PORTION OF UNDERPASS); THENCE SOUTH 89 DEGREES 15 MINUTES 56 SECONDS EAST (RECORD SOUTH 89 DEGREES 15 MINUTES 56 SECONDS EAST) 201.24 FEET ALONG THE WESTERN BOUNDARY OF WAY LINE OF ROCHESTER ROAD TO THE NORTHERN BOUNDARY OF THE 100' WIDE LONGFELLOW DRIVE (50.00 FEET WIDE); THENCE NORTH 89 DEGREES 20 MINUTES 43 SECONDS WEST 209.90 FEET (RECORD NORTH 89 DEGREES 20 MINUTES 43 SECONDS WEST 429.90 FEET) ALONG THE NORTHERN BOUNDARY OF WAY LINE OF LONGFELLOW DRIVE TO THE EAST LINE OF PINEWOOD SUBDIVISION AS RECORDED BY 1987-142 OF PLATE, PAGES 48 THRU 42, SHOWING CORNER MEASUREMENTS; THENCE NORTH 89 DEGREES 20 MINUTES 43 SECONDS WEST 201.24 FEET (RECORD NORTH 89 DEGREES 20 MINUTES 43 SECONDS WEST 399.90 FEET (RECORD 400.00 FEET)) TO THE POINT OF BEGINNING; CONTAINING 2.18 ACRES MORE OR LESS.
 SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY IN RECORD OR OTHERWISE.
 ANDERSON, ECKSTEIN & WESTBICK, INC.



LOCATION MAP

NOTE: DETAILING PROVIDED IN SMALLBLOCKS 306.
 Eng. Dept Copy
 PRELIMINARY SITE PLAN APPROVED BY PLANNING COMMISSION ON 06/10/2005
 PLANNING DEPARTMENT

LEGEND

○	EXISTING	STORM MAINLINE
○	EXISTING	ROAD CATCH BASIN
○	EXISTING	FIELD CATCH BASIN
○	EXISTING	STORM SEWER
○	EXISTING	SANITARY SEWER
○	EXISTING	SANITARY MANHOLE
○	EXISTING	NEW HYDRANT
○	EXISTING	GATE VALVE IN WELL
○	EXISTING	BULKHEAD
○	EXISTING	UTILITY POLE
○	EXISTING	PRIVATE LIGHT
○	EXISTING	DEAD/BURNED UTILITY
○	EXISTING	ONE MAN
○	EXISTING	SOILS
○	EXISTING	DECIDUOUS TREE
○	EXISTING	CONTOUR LINE

REVISIONS

REVISION 1: AUG 18 2005
 PLANNING DEPT.
 AUG - 8 2005
 PLANNING DEPT.
 © COPYRIGHT, 2005, ANDERSON, ECKSTEIN AND WESTBICK, INC.

DATE	REVISION	BY	REASON
8-18-05	PLANER CORRECT		
8-31-05	PLANNING DEPARTMENT		

LONGFELLOW SITE CONDOMINIUM SECTION 15, CITY OF TROY

3 WORKING DAYS BEFORE YOU DIG CALL MISS DIG 1-800-482-7171

ANDERSON, ECKSTEIN & WESTBICK, INC.
 Civil Engineers - Surveyors - Architects
 2345 Grand River Avenue, New Hudson, Michigan 48165
 Phone: 248-446-8480 Fax: 248-446-0403

SITE PLAN

DATE	PROJECT NO.	SHEET NO.
8-18-05	2005-06-205	1
DATE	SCALE	DATE
8-18-05	1" = 30'	8-18-05