

May 1, 2006

TO: John M. Lamerato, Acting City Manager

FROM: Brian Murphy, Assistant City Manager / Services
Douglas J. Smith, Real Estate & Development Director
Steven J Vandette, City Engineer
Mark F. Miller, Planning Director

SUBJECT: FINAL PRELIMINARY PLAT APPROVAL – Beachview Estates Subdivision,
West Side of Beach, South of Long Lake – Section 18

RECOMMENDATION

City Management recommends granting final approval to the preliminary plat of Beachview Estates Subdivision (8 lots), with the condition that a conservation easement be executed prior to Final Plat Approval.

BACKGROUND

The tentative preliminary plat approval was granted a one-year extension by City Council on September 13, 2004, conditional on the petitioner completing a wetlands report, or providing a letter of "no permit required" from the MDEQ, prior to receiving final plat preliminary approval. City Council initially granted tentative approval of the preliminary plat of the proposed subdivision on July 10, 2000. Extensions for this proposal were granted by City Council on June 16, 2003, July 8, 2002 and October 1, 2001.

The applicant provided a wetland determination report dated October 8, 2004 prepared by Holloway Environmental Planning, Inc., which has been accepted by the City of Troy Environmental Specialist. In addition, MDEQ granted an inland lakes and streams permit and a wetlands protection permit on November 21, 2005. The proposed final preliminary plan is consistent with the tentative preliminary plan. The Engineering Department granted approval of the engineering plans based upon the City's Development Standards. Therefore, this development will not cause or exacerbate drainage problems on contiguous properties, due to surface run-off from the proposed development.

The proprietor submitted to the City Clerk a letter of credit for the escrow deposits and cash fees for the public improvements. The Subdivision Agreement and Exhibits "A" and "B" are attached to this report.

GENERAL INFORMATION

Name of Owner / Applicant:

The owner/applicant is Choice Properties, Inc. Professional Engineering Associates Inc. is the project engineer.

Location of subject property:

The property is located on the west side of Beach Road, south of Long Lake Road, in Section 18.

Size of subject parcel:

The parcel area is 5.55 acres.

Description of proposed development, including number and density of units:

The applicant is proposing an 8-unit subdivision, which represents a density of approximately 1.45 units per acre.

Current use of subject property:

The parcel is presently vacant.

Current use of adjacent parcels:

North: Single family residential.

South: Single family residential.

East: Single family residential.

West: Single family residential.

Current zoning classification:

The property is currently zoned R-1A One Family Residential.

Zoning classification of adjacent parcels:

North: R-1A One Family Residential.

South: R-1A One Family Residential.

East: R-1B One Family Residential.

West: R-1A One Family Residential.

Future Land Use Designation:

The property is designated on the Future Land Use Plan as Low Density Residential.

ANALYSIS

Compliance with area and bulk requirements:

Lot Area: The minimum lot area in the R-1A district is 21,780 square feet. The application is utilizing the lot averaging option (Section 34.10.00) which permits a 10% reduction in lot area in some lots provided the average lot size is at least 21,780 square feet. No lots are smaller than 19,602 square feet. The applicant meets this requirement.

Lot Width: The minimum lot width in the R-1A district is 120 feet. The application is utilizing the lot averaging option (Section 34.10.00) which permits a 10% reduction in lot width in some lots provided the average lot width is at least 120 feet. No lots are narrower than 108 feet. The application meets this requirement.

Height: The maximum height in the R-1A district is 2-1/2 stories or 25 feet. The application will be required to meet this requirement.

Setbacks: Front: 40'
 Sides: 15' (least one), 30' (total)
 Rear: 45'.

Minimum Floor Area: 1,400 square feet.

Maximum Lot Coverage: 30%.

Off-street Parking and Loading Requirements:

The applicant will be required to provide 2 off-street parking spaces per unit.

Environmental Provisions, including Tree Preservation Plan:

The applicant has submitted a Final Tree Preservation Plan, which was approved by the Parks and Recreation Department. No Landscape Plans submitted.

Storm Water Detention:

The applicant is proposing to construct a detention area in the southwest corner of the property. The detention area needs to be labeled on the plat and dedicated to the City.

Natural Features and Floodplains:

The Natural Features Map indicates a small amount of woodlands on the property. The applicant provided a Wetland Determination Report dated October 8, 2004 prepared by Holloway Environmental Planning, Inc. The report indicates one wetland in the southwest corner of the parcel regulated by the MDEQ.

The applicant has received a wetland permit (05-63-0324-P issued 11-21-05 expires 12-31-06) to allow for: Excavation of 456 cubic yards of material from upland within 500 feet of a stream for the construction of a detention basin, installation of a storm water outlet structure with a 12 inch end section below the ordinary high watermark of a stream, installation of 1 cubic yard rip-rap at the base of the outflow and release of pre-treated storm water to wetland and the stream

Subdivision Control Ordinance, Article IV Design Standards

Blocks:

A public street provides access from Beach Road.

Lots:

Lots conform to the minimum requirements of the Zoning Ordinance. The applicant is using the lot averaging option (Section 34.10.00), which allows the reduction of lot area and lot width by 10 percent, provided the average lot area and average lot width meet the general requirements for the R-1A district.

Easements:

The applicant proposes a 15-foot wide non-access greenbelt easement along Beach Road. The applicant will be required to provide appropriate easements for all utilities, including water, sewer and storm water infrastructure.

The applicant has provided an Agreement for Conservation Easement to protect wetlands as per the Environmental Specialist. The agreement needs to be corrected as required by the Environmental Specialist and the City Attorney prior to final plat approval.

Topographic Conditions:

The southwest corner of the property is within the 100-year floodplain. The proposed 100-year floodplain limit is indicated on the plat and has been accepted by the City of Troy Engineering Department.

Streets:

There is only one public street proposed for the subdivision. This cul-de-sac is approximately 460 feet in length. The street name will need to be approved by the street name committee.

Sidewalks:

The applicant proposes 5-foot wide sidewalks along both sides of the public street and along the west side of Beach Road.

Utilities:

The property is served by public water and sewer services.

Prepared by: PPB and MFM

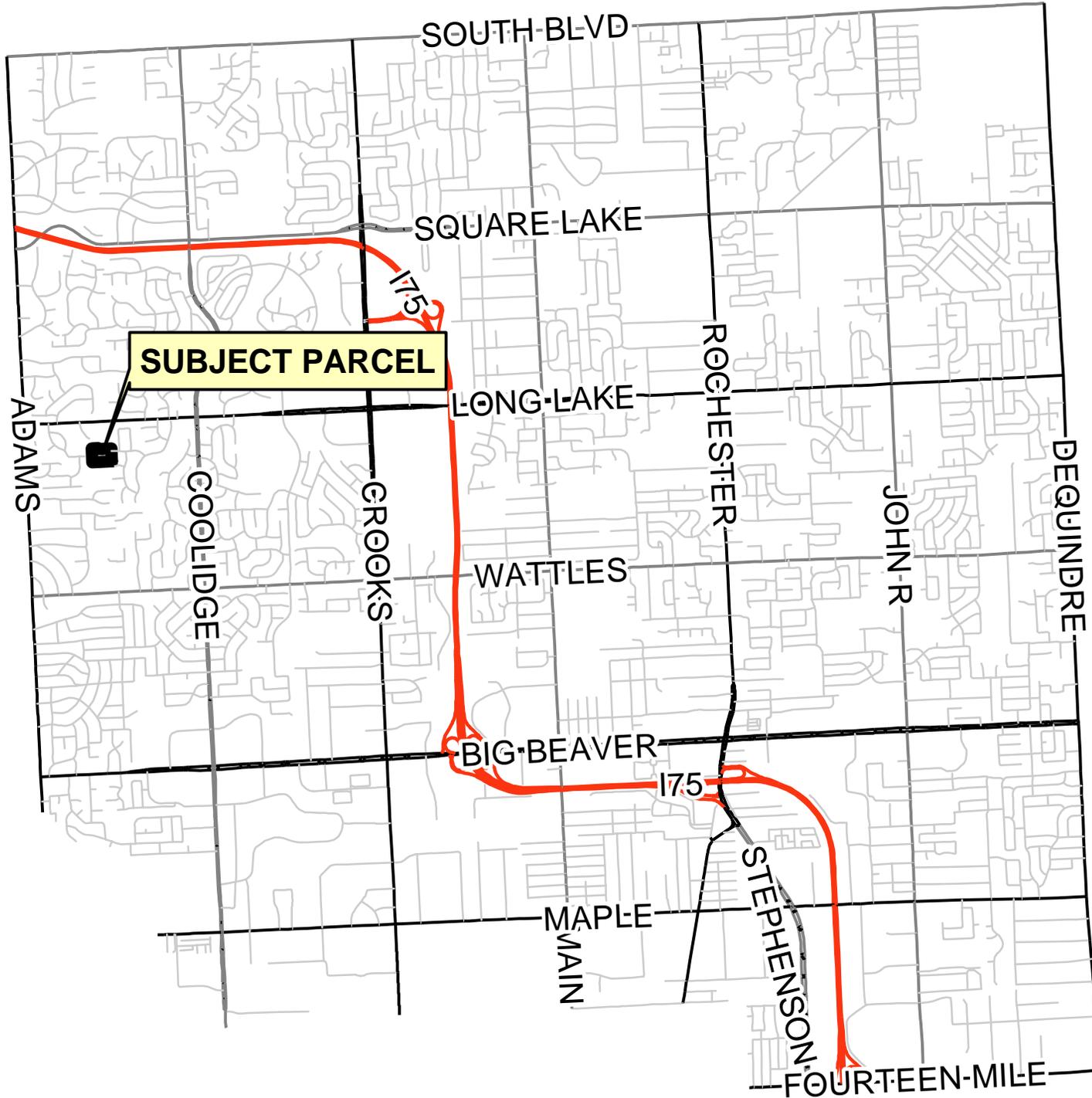
Attachments:

1. Maps
2. Certificate of Improvement Design Approval, dated April 25, 2006
3. Subdivision Agreement
4. Detailed Summary of Required Escrow Deposits, Cash Fees & Deposits

cc: Applicant
File/Beachview Estates Subdivision

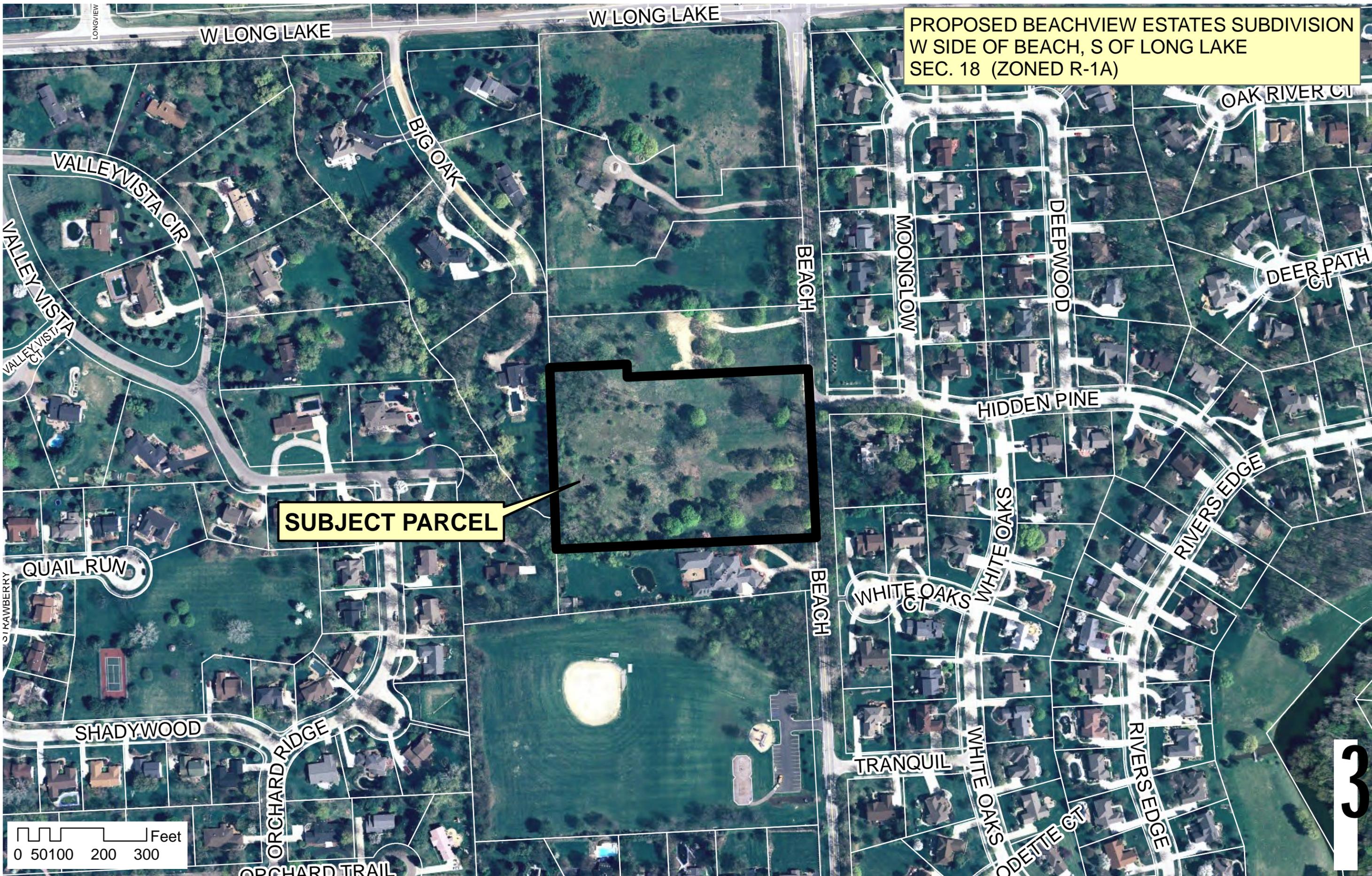
G:\SUBDIVISIONS & SITE CONDOS\Beachview Estates\Beachview Estates CC Final Prelim Approval 05 08 06 rev.doc

CITY OF TROY



PROPOSED BEACHVIEW ESTATES SUBDIVISION
W SIDE OF BEACH, S OF LONG LAKE
SEC. 18 (ZONED R-1A)

SUBJECT PARCEL



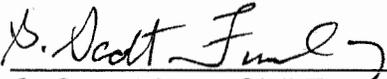
April 25, 2006

Professional Engineering Associates
2430 Rochester Ct., Suite 100
Troy, MI 48083

Regarding: Certificate of Improvement Design Approval
Beechview Estates Subdivision

Developer: Choice Properties, Inc. **Date of Application for Plan Review:** 09-11-00

The design of all improvements included within the Beechview Estates Subdivision is hereby approved by the City of Troy's Engineering Department.



G. Scott Finlay, Civil Engineer


Steven Vandette, City Engineer

cc: Tonni Bartholomew, City Clerk
Choice Properties, Inc

SUBDIVISION AGREEMENT

THIS AGREEMENT is entered into and executed this _____ day of _____, ²⁰⁰⁵~~19~~,

between the CITY OF TROY, a Michigan municipal corporation, party of the first part, hereinafter referred to as "City", and Beachview Estates LLC

755 W. Big Beaver, Suite 1275, Troy, MI 48084

party of the second part, hereinafter referred to as the "Owner".

WITNESSETH:

WHEREAS the Owner is the owner of certain real property described as follows: (See attached Exhibit "A")

and

WHEREAS the Owner desires to plat same into a Single Family subdivision and to erect 8 Homes thereon, for which development there is required the installation of certain necessary public improvements, hereinafter described and specified, and

WHEREAS the Owner desires to install at his own expense all of the necessary improvements, and

WHEREAS the City has expended and will be required to expend time and effort in reviewing the various plans, specifications and other documents, and in the field inspection involved in the development process.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is hereby mutually agreed by these parties as follows:

1

The Owner agrees that he has submitted a proposed plat of the Beachview Estates subdivision embracing the above described property, and that he will as a condition precedent to

the terms and conditions of this Agreement promptly proceed with all the necessary steps to accomplish the recording of the said proposed plat; further, that as a part of said platting procedure, he has filed with the City Clerk cash deposits, escrow deposits, certified check, or irrevocable bank letter of credit to guarantee the installation of the public improvements in said proposed subdivision as required by the City and outlined in the "Detailed Summary of Required Deposits", attached to this Agreement as Exhibit "B".

II

The Owner represents and agrees that he has familiarized himself with the Subdivision Regulations as contained in Chapter 41 of the Troy City Code, the Engineering Design Standards and Landscape Design Standards, and with all other policies of the City Council which relate to the installation of subdivision improvements.

III

The Owner agrees that he will at his own expense furnish and install all of the public improvements specified in the attached Exhibit "B", in accordance with the plans and specifications furnished by the Owner to the City and approved by the City of Troy, the Michigan Department of Natural Resources, the Michigan Department of Health, and all other governmental agencies which may have jurisdiction, and in accordance with any and all other applicable laws and regulations of the City of Troy, County of Oakland, and State of Michigan. Said improvements shall be installed within a period of two years from the date of Final Approval of the Preliminary Plat of Beachview Estates Subdivision by the City Council.

IV

The Owner further represents that the estimated costs set opposite the various public improvements in the attached Exhibit "B" are to the best of his information, knowledge, and belief the correct estimated costs for each of such public improvements.

Council. Failure to comply with this provision shall suspend the approval of improvement construction plans by the City, and the Owners right to proceed with the processing of Beachview Estates Subdivision, until such time as a new "Detailed Summary of Required Deposits" is prepared, indicating any revisions in the estimated costs of required subdivision improvements, and reflecting any change in the Engineering Design Standards, since the inception of this Agreement. This revised information shall then become Exhibit "B", superseding that initially attached to this Agreement. The deposits or guarantees referred to in Paragraph I shall then be revised to cover the costs indicated in Exhibit "B" as revised.

VIII

The Owner agrees that he will maintain all streets located within the subdivision in which the improvements are to be installed in a reasonably safe and passable condition during the course of the work contemplated. The Owner further agrees and understands that no Building Permits, except those for builders "models" (the maximum number of which is established by City Building Department Policy in effect at the inception of this Agreement), shall be issued or sought for issuance until the street improvements called for by this Agreement have been completed and accepted by the City; further, all improvements constructed by the Owner in public right-of-ways or streets or alleys shall become the property of the City of Troy immediately upon the acceptance of said improvements by the City; further, this contract shall not be deemed to have been fully consummated and completed, until such time as the City has formally accepted the improvements to be made. "Acceptance" of subdivision improvements by the City shall be in accordance with established City administrative procedures in effect at the inception of this Agreement.

IX

The parties hereto understand and agree that all of the improvements herein referred to are at the expense of the Owner, and that there shall be no liability or obligation on the part of

V

The Owner agrees to pay all engineering, inspection, and other administrative costs of the City occasioned by the assignment of City Engineers, Inspectors, and other personnel to the construction work to be performed pursuant to this Agreement, provided however, that such costs shall be limited to either the flat rate or percentage customarily applied by the City to such matters as a firm City policy in existence at the inception of this Agreement, plus direct costs clearly chargeable to the construction work contemplated hereunder.

VI

Before proceeding with any of the work contemplated herein, the Owner will provide liability, property damage, and workmen's compensation insurance in amounts at least equal to that required by City specifications or standards in existence at the inception of this Agreement, naming the City as "Additionally Insured", protecting the City against any and all claims for damages to persons or property resulting from the installation of any of the public improvements herein contemplated, and true and accurate copies of said insurance policies will be filed with the City Manager. Higher levels of insurance coverage may be required by the City Manager when he determines that unique features of the particular improvement project, such as exceptional difficulty or hazards involved in construction, warrant such additional coverage. Any contractor or subcontractor employed by the Owner must be acceptable to the City, and before any contractor or subcontractor shall commence work on any of the improvements contemplated herein, such contractor or subcontractor must be approved by the City Manager.

VII

The Owner agrees that contracts covering the installation of all required subdivision improvements, with the exception of paving, shall be let within ninety (90) days from the date of Final Approval of the Preliminary Plat of Beachview Estates Subdivision by the City

the City to create any special assessment districts or to process any special assessments in reimbursement of the Owner.

X

The terms of this Agreement shall be coterminous with that of the Final Approval of the Preliminary Plat Beachview Estates Subdivision by the City Council, that being two (2) years from the date of said approval. A certified copy of the City Council Resolution granting such approval, and thus indicating the subject time period, is attached to this Agreement as Exhibit "C".

At the end of this time period, the subject Final Preliminary Plat Approval the approval of subdivision improvement construction plans, and this Agreement shall be terminated. Any extension of this time period, as in the case of the Final Preliminary Plat Approval, shall require the approval of the City Council. Prior to consideration, by the City Council, of any extension, revised estimates of costs of any required subdivision improvements not as yet completed shall be prepared, Exhibit "B" shall be revised accordingly, and revised deposits or guarantees shall be submitted by the Owner to the City.

XI

The Provisions and conditions of this Agreement constitute a covenant running with the land and shall be binding upon the heirs, successors, and assigns of the parties hereto, for the term of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day, month, and year first above appearing. By the execution of this Agreement, the City is authorized to record same in the office of the Oakland County Clerk and Register of Deeds.

WITNESSES

x Keida R. Herberts

APPROVED:

City Engineer

City Manager

City Attorney

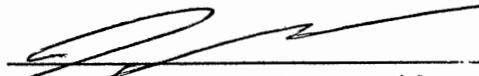
CITY OF TROY

By: _____
Mayor

By: _____
City Clerk

By: Beachview Estates, LLC
Owner

By: Choice Development Corporation, Mgr.

By: 
Kamal H. Shouhayib, President

By: Joseph P. Lombardo - Vice President

**LEGAL DESCRIPTION
OF
PROPERTY**

EXHIBIT "A"

Part of the northwest $\frac{1}{4}$ of Section 18, T.2 N., R. 11 E., City of Troy, Oakland County, Michigan, commencing at the North $\frac{1}{4}$ corner of Section 18: thence along the north/south $\frac{1}{4}$ line S. $00^{\circ}00'25''$ E, 838.80 feet to the Point of Beginning; thence continuing S $00^{\circ}00'25''$ E, 391.05 feet; thence N $89^{\circ}52'48''$ W. 607.22 feet to a point on the east line of "Countryside Estates No. 1" (L. 95. P. 27); thence along said line and also the east line of "Countryside Estates" (L. 82. P. 9) N $00^{\circ}49'00''$ E, 421.49 feet; thence S $89^{\circ}50'25''$ E, 180.00 feet; thence S $00^{\circ}49'00''$ W, 30.00 feet; thence S $89^{\circ}50'25''$ E, 421.59 feet to the Point of Beginning. Containing 5.55 acres and subject to the rights of the public and of any governmental unit in any part of the land taken, used or deeded for road purposes and subject to easements and restrictions of record.

EXHIBIT "B"

Detailed Summary of Required Escrow Deposits or Performance Bond, Cash Fees & Deposits
 Beachview Estates
 8 Units - Section 18

ESCROW DEPOSITS or PERFORMANCE BOND:

Sanitary Sewers	\$22,650
Water Mains	\$32,960
Storm Sewers	\$42,168
Rear Yard Drains	\$35,424
Pavement - CONCRETE	\$31,136
Grading	\$10,925
Detention Basin	\$3,000
Soil Erosion Control Measures	\$2,035
Monuments and Lot Corner Irons	\$430
Temporary Access Road	\$1,500
Improvement of Park or Open Space	\$5,000
Deceleration and/or Passing Lane - MAJOR ROAD	\$5,600
Sidewalks - ON SITE	\$5,400
Sidewalks - OFF SITE	\$1,275
Deposit for the Repair of Damage to Existing Public Streets Used for Access	\$6,000
TOTAL ESCROW DEPOSITS (REFUNDABLE):	\$205,503

+
 *20,551
 cash

CASH FEES (NON-REFUNDABLE):

Water Main Testing and Chlorination	\$650
Street Name and Traffic Signs	\$504
Maintenance of Detention Basin (20 year)	\$19,620
Soil Erosion and Sedimentation Control Permits	\$514
Testing Services	\$3,083
Engineering Review and Inspection	\$15,639
TOTAL CASH FEES (NON-REFUNDABLE):	\$40,009

40,010

CASH DEPOSITS (REFUNDABLE):

Sidewalk Closures	\$324
Deposit for Maintenance & Cleaning of Ex. Public Streets Used for Access	\$2,000
Landscape Deposit	\$21,613
Punchlist & Restoration Deposit	\$3,309
TOTAL CASH DEPOSITS (REFUNDABLE):	\$27,246

*87,806
 Total
 cash

CASH RECEIPT

CITY OF TROY

FUND _____

Date 7-8 Yr 05

M CHOICE DEVELOPMENT

Address _____

DESCRIPTION	AMOUNT
ESCROW DEPOSIT	20,551.00
WATER MAIN TESTING	650 -
SIGNS	504 -
NOTICE of DETENTION BAR	19,620 -
SOIL EROSION	514 -
TESTING	3083 -
Eng Review	15,639 -
Cash Deposits	27,246 -
✓ #3177 = 87,806⁰⁰ Total	87,807 -

All claims and returned goods MUST be accompanied by this receipt.

Ca 1⁰⁰

No **D557158** **PAID**
Rec'd by

ORIGINAL JUL - 8 2005

VALID RECEIPT ONLY WHEN STAMPED "PAID"

CITY OF TROY
TREASURER'S OFFICE

Fidelity and Deposit Company

Home Office

OF MARYLAND

Baltimore, MD. 21203

License and/or Permit Bond

BCND NO. LPM8788012

KNOW ALL MEN BY THESE PRESENTS:

That we, CHOICE DEVELOPMENT CORP as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, incorporated under the laws of the State of Maryland, with principal office P.O. Box 1227, Baltimore, Maryland 21203, as Surety, are held and firmly bound unto THE CITY OF TROY, 500 W. Big Beaver Rd, Troy, MI 48084, as Obligee, in the penal sum of Two hundred and five thousand, five hundred and three and no/100 Dollars, (\$205,503.) lawful money of the United States, for which payment, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the above bounden Principal has obtained or is about to obtain from the said Obligee a license or permit for developing 8 units at Section 18, Beachview Estates and the term of said license or permit is as indicated opposite the block checked below:

Beginning the ___ day of ___ 1999, and ending the ___ day of ___ 2000.

x Continuous, beginning the 15th day of July 2005.

WHEREAS, the Principal is required by law to file with THE CITY OF TROY a bond for the above indicated term and conditioned as hereinafter set forth.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as such licensee or permittee shall indemnify said Obligee against all loss, costs, expenses or damage to it caused by said Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, which said breach or non-compliance shall occur during the term of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond, and

PROVIDED FURTHER, that if this is a continuous bond and the Surety shall so elect, this bond may be cancelled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Obligee.

Signed, sealed and dated the 8th day of July, 2005.

By _____

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Irene Basso
Irene Basso Attorney-in Fact