August 1, 2006

TO: Phillip L. Nelson, City Manager

FROM: Brian P. Murphy, Assistant City Manager/Services
Mark F. Miller, Planning Director MFM/rbs
Steven J. Vandette, City Engineer SJV

SUBJECT: Agenda Item - Private Agreement for Briggs Park Condominiums
Project No. 05.949.3

The Engineering Department has reviewed and approved plans for this project, which includes paving public and private roads, water main, sanitary sewer, storm sewer, detention, sidewalks, soil erosion and landscaping.

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
Jewel Construction Company

Enclosed Private Agreement, Suggested Resolution

Prepared by: G. Scott Finlay, P.E., Civil Engineer
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CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS
(PRIVATE AGREEMENT)

PROJECT NO. 05.949.3	PROJECT LOCATION: SW 1/4 SEC. 14
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 **APR Development LLC** whose address is **2617 Beacon Hill Dr., Auburn Hills, MI 48326** whose telephone number is **248-373-5080** referred to as "Owners".

WITNESSETH, FIRST: That the City agrees to allow the installation of **Water Main, Sanitary sewer, Storm sewer, detention, paving, sidewalks, soil erosion and landscaping** in accordance with plans prepared by **Nowak & Fraus** whose address is **46777 Woodward Ave., Pontiac, MI 48342** and whose telephone number is **248-332-7931** 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 **$ 680,283.00**. 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 **$130,611.00** cash fee per the attached **Detailed Summary of Required Escrow Deposits Cash Deposits and Cash Fees.**

CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS

(PRIVATE AGREEMENT)

PROJECT NO. 05.949.3	PROJECT LOCATION: SW1/4 SEC. 14
RESOLUTION NO.	DATE OF COUNCIL APPROVAL:

THIRD: The owners may contract for construction of said improvement or may have the City advertise for bids. In the even the Owners select their own contractor, such contractor shall be subject to prior written approval by the City and completed contract documents shall be submitted to the City.

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 **$810,894.00** 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.

CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS
(PRIVATE AGREEMENT)

PROJECT NO. 05.949.3	PROJECT LOCATION: SW 1/4 SEC. 14
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

By:

ANTHONY RANDAZZO
Please Print or Type MANAGER; APR DEVELOPMENT, L.L.C.

Please Print or Type

CITY OF TROY

By:

Louise E. Schilling, Mayor

Tonni Bartholomew, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 1ST day of AUGUST, A.D.2006, before me personally appeared ANTHONY RANDAZZO 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.

JAMES M. TORRE
Notary Public, State of Michigan
County of Oakland
My Commission Expires Sep. 23, 2011
Acting in the County of Oakland

NOTARY PUBLIC, Oakland County, Michigan

My commission expires: Sept 23, 2011

Detailed Summary of Required Escrow Deposits or Performance Bond, Cash Fees & Deposits
Briggs Park Condominium - Project No. 05.949.3
16 Units - Section 14

ESCROW DEPOSITS:

Sanitary Sewers	$96,180
Water Mains	$94,190
Storm Sewers	$77,703
Rear Yard Drains	$17,320
Pavement - CONCRETE	$210,600
Grading	$5,000
Detention Basin	$20,000
Monuments and Lot Corner Irons	$300
Temporary Access Road	$5,000
Soil Erosion Controls	$17,162
Deceleration and/or Passing Lane - MAJOR ROAD	$31,563
Sidewalks - ON SITE	$56,850
Sidewalks - OFF SITE	$29,715
Street Light	$7,000
Deposit for the Repair of Damage to Existing Public Streets Used for Access	$9,600
Permeable Pathway	$2,100
TOTAL ESCROW DEPOSITS (REFUNDABLE):	**$680,283**

CASH FEES (NON-REFUNDABLE):

Water Main Testing and Chlorination (PA2)	$968
Street Name and Traffic Signs (SUB 4)	$531
Soil Erosion and Sedimentation Control Permits (SUB 10)	$2,900
Testing Services (SUB 11)	$10,204
Engineering Review and Inspection (PA 1)	$47,008
(PA 3) TOTAL CASH FEES (NON-REFUNDABLE):	**$61,611**

CASH DEPOSITS (REFUNDABLE):

Sidewalk Closures	$1,620
Deposit for Maintenance & Cleaning of Ex. Public Streets Used for Access	$3,200
Landscape Deposit	$47,750
Punchlist & Restoration Deposit	$14,430
Deposit for Repair, Replacement or Maintenance of SESC	$2,000
(PA 3) TOTAL CASH DEPOSITS (REFUNDABLE):	**$69,000**