



## CITY COUNCIL AGENDA ITEM

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Date: July 25<sup>th</sup>, 2014

To: Brian Kischnick, City Manager

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

Subject: Private Agreement – Contract for Installation of Municipal Improvements  
Poppleton Ridge Site Condominiums - Project No. 14.904.3

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### **History**

BB Investment, LLC proposes to develop Poppleton Ridge Site Condominiums, an eleven unit development located on the southeast corner of Big Beaver Road and Brooklawn Drive.

Troy Planning Commission recommended preliminary site plan approval on March 11, 2014.

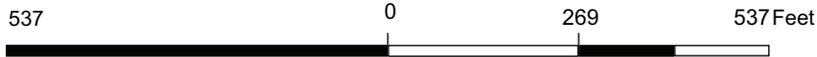
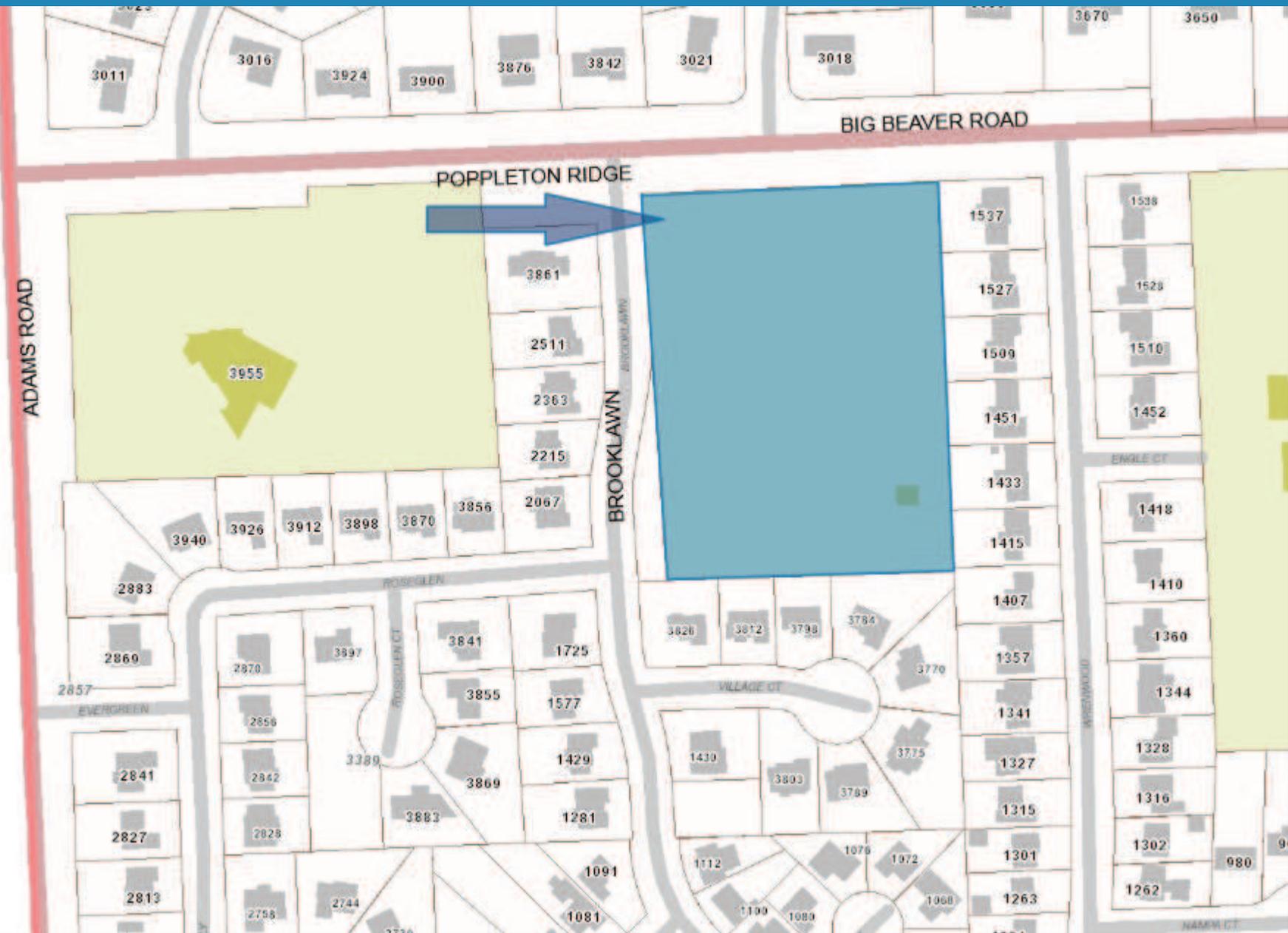
Site grading and utility plans for this development were reviewed and recently approved by the Engineering Department. The plans include municipal improvements which will be constructed by BB Investment, LLC on behalf of the City of Troy; including Water Main, Sanitary Sewer, Storm Sewer, Detention Pond, and Concrete Sidewalk & Pavement. The required fees and refundable escrow deposits in the form of Check, that will assure completion of the municipal improvements, have been provided by BB Investment, LLC (see attached Private Agreement).

### **Financial**

See attached summary of required deposits and fees for this Private Agreement.

### **Recommendation**

Approval of the Contract for Installation of Municipal Improvements (Private Agreement) is recommended.



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

# City Of Troy

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

Project No.: 14.904.3

Project Location: NW 1/4 Section 30

Resolution No: \_\_\_\_\_

Date of Council Approval: \_\_\_\_\_

This Contract, made and entered into this 24<sup>th</sup> day of July, 2014 by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and BB Investment, LLC whose address is 4881 Rivorchase Drive, Troy, MI 48098 and whose telephone number is (248) 641-8500 hereinafter referred to as "Owners", provides as follows:

**FIRST:** That the City agrees to permit the installation of Water Main, Sanitary Sewer, Storm Sewer, Detention Pond, and Concrete Sidewalk & Pavement in accordance with plans prepared by Fenn & Associates, Inc. whose address is 14933 Commercial Drive, Shelby Twp., MI 48315 and whose telephone number is (586) 254-9577 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 \$ 276,701.00. This amount will be deposited with the City in the form of (check one):

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

Refundable cash deposit in the amount of \$ 60,678.00. 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 \$ 33,611.00. 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.

**City Of Troy**  
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.

**City Of Troy**  
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 24<sup>th</sup> day of July, 2014.

OWNERS

CITY OF TROY

By:

BB INVESTMENTS LLC  
JOSEPH P. CRACCHIO

By:

\_\_\_\_\_  
Dane M. Slater, Mayor

Please Print or Type

\_\_\_\_\_  
M. Aileen Bittner, City Clerk

  
\_\_\_\_\_  
7/24/14  
Please Print or Type

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 24<sup>th</sup> day of July, A.D. 2014, before me personally appeared Joseph P. Cracchio 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: 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  
 Poppleton Ridge Site Condominiums  
 11 Units - Section 30

**ESCROW DEPOSITS or PERFORMANCE BOND:**

Sanitary Sewers	\$32,040
Water Mains	\$48,230
Storm Sewers	\$63,184
Rear Yard Drains	\$5,608
Pavement - CONCRETE	\$79,079
Grading	\$10,000
Detention Basin	\$8,375
Monuments and Lot Corner Irons	\$535
Temporary Access Road	\$2,220
Sidewalks - ON SITE	\$240
Sidewalks - OFF SITE	\$12,540
Street Light	\$7,000
Deposit for the Repair of Damage to Existing Public Streets Used for Access	\$6,600
ADA Handicap Ramps	\$1,050

**PAID**  
 JUL 24 2014  
 CITY OF TROY  
 TREASURER'S OFFICE

**TOTAL ESCROW DEPOSITS or PERFORMANCE BOND (REFUNDABLE):** \$276,701  
 (Circle One)

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

Water Main Testing and Chlorination (PA2)	\$650
Street Name and Traffic Signs (SUB 4)	\$466
Maintenance of Detention Basin (20 year)	\$7,000
Soil Erosion and Sedimentation Control Permits (SUB 10)	\$2,900
Testing Services (SUB 11)	\$4,151
Engineering Review and Inspection (PA 1)	\$20,725
Less Initial Engineering Review Fee (Public & Private)(1.1%)	-\$2,281

**(PA 3) TOTAL CASH FEES (NON-REFUNDABLE):** \$33,611

**CASH DEPOSITS (REFUNDABLE):**

Sidewalk Closures	\$648
Deposit for Maintenance & Cleaning of Ex. Public Streets Used for Access	\$2,200
Landscape Deposit	\$22,125
Punchlist & Restoration Deposit	\$34,330
Deposit for Repair, Replacement or Maintenance of SESC	\$1,375

**(PA 3) TOTAL CASH DEPOSITS (REFUNDABLE):** \$60,678