CITY COUNCIL ACTION REPORT

April 10, 2007

TO: Phillip L. Nelson, City Manager

FROM: Brian P. Murphy, Asst. City Manger/Economic Development Services
Steven J. Vandette, City Engineer

SUBJECT: Agenda Item - Private Agreement for Stone Haven Park Site Condominiums
Project No. 06.936.3

Background:

- The Planning Commission granted preliminary site plan approval for the above referenced project on 01/22/2007. The Engineering Department has reviewed the plans for this project and recommends approval. The plans include water main, sanitary sewer, storm sewer, paving, sidewalks, and soil erosion.

Financial Considerations:

- The owner has provided the necessary escrow deposit and paid the cash fees in accordance with the attached Private Agreement.

Legal Considerations:

- There are no legal considerations associated with this item.

Policy Considerations:

- Consistent with Goal #2 of the City of Troy 2006-2008 Goals & Objectives policy (Retain and Attract Investment While Encouraging Redevelopment).

Options:

- Council can approve or deny the recommendation.

cc: Tonni Bartholomew, City Clerk (Original Agreement)
James Nash, Financial Services Director

Prepared by: Antonio Cicchetti, PE
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CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS (PRIVATE AGREEMENT)

PROJECT NO. 06.936.3	PROJECT LOCATION: NE 1/4 SEC. 20
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 **Mondrian Properties Stone Haven Development LLC** whose address is **50215 Schoenherr Road** and whose telephone number is **586-726-7340** hereinafter referred to as "Owners".

WITNESSETH, FIRST: That the City agrees to allow the installation of **Water Main, Sanitary Sewer, Storm Sewer, Paving, Sidewalks, and Soil Erosion** in accordance with plans prepared by **Apex Engineering Group Inc.** whose address is **47745 Van Dyke Avenue, Shelby Twp., MI 48317** and whose telephone number is **586-739-5200** 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 **$ 123,917.00**. 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 **$25,729.00** cash fee per the attached **Detailed Summary of Required Escrow Deposits Cash Deposits and Cash Fees.**

CONTRACT FOR INSTALLATION OF MUNICIPAL IMPROVEMENTS

(PRIVATE AGREEMENT)

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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 **$140,751.00** 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)

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this 9th day of April, 2007.

OWNERS

By:

JOSEPH MANIACI MANAGER/MEMBER
MONARIAN PROPERTIES STONEHAVEN DEVELOPMENT LLC

Please Print or Type

Please Print or Type

CITY OF TROY

By:

Louise E. Schilling, Mayor

Tonni Bartholomew, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 9th day of April, A.D.20 07, before me personally appeared Joseph Maniaci 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.

M. Aileen Bittner

M. AILEEN BITTNER, Notary Public
State of Michigan, County of Oakland
My Commission expires January 22, 2014
Acting in the County of Oakland

NOTARY PUBLIC, Oakland County, Michigan

My commission expires: January 22, 2014