



CITY COUNCIL ACTION REPORT

June 11, 2007

TO: Phillip L. Nelson, City Manager

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

SUBJECT: Agenda Item - Private Agreement for The Village at Big Beaver – Phase I
Project No. 07.902.3

Background:

- The Planning Commission granted preliminary site plan approval for the above referenced project on 04/30/2007. The Engineering Department has reviewed the plans for this project and recommends approval. The plans include sanitary sewer, water main, and concrete left-turn lane, walkway, approach & curb & gutter.

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

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

PROJECT NO. 07.902.3

PROJECT LOCATION:

NE 1/4 Section 26

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 **SAAAM-TROY, LLC** whose address is **2100 Maple Road, Suite 200, Birmingham, MI 48009** and whose telephone number is **(248) 822-0200** hereinafter referred to as "Owners".

WITNESSETH, FIRST: That the City agrees to allow the installation of **Sanitary Sewer, Water Main, and Concrete Left-Turn Lane, Walkway, Approach, & Curb & Gutter** in accordance with plans prepared by **Professional Engineering Associates** whose address is **2430 Rochester Court, Suite 100, Troy, MI 48083-1872** and whose telephone number is **(248) 689-9090**, and approved BY THE City of Troy Engineering Department.

SECOND: That the Owners agree to contribute the approximate contract price of **\$496,182.00**. 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 after final inspection and approval by the City of Troy Engineering Department. In addition, the owners agree to contribute the following cash fees:

* Plan Review and Construction Inspection Fee (Public Improvements)	\$	35,328.00
Engineering Review Fee (Private Improvements)	\$	39,166.00
Water Main Testing Fee	\$	1,153.00
Street Cleaning/Road Maintenance (Refundable)	\$	5,000.00
TOTAL:	\$	\$80,647.00

* 7.12% (.0712) of approximate contract price

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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 \$ 571,829.00 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, including, but not limited to, field changes or specification changes as required by the City, ^{as determined by the City Engineer,} 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 ^{within five (5) business days of its written} ~~upon request,~~ and the City will disburse such additional amounts in accordance with Paragraph SECOND hereof. ^{setting forth with reasonable detail a breakdown related to such charges,}

SIXTH: Owners agree to indemnify and save harmless the 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 ^(to the extent permitted by law) ~~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.

~~* except for damages or injury that are caused in whole or in part by the acts or omissions or negligence of the City, its servants, agents, contractors, and employees.~~

jm
JB

jm JB

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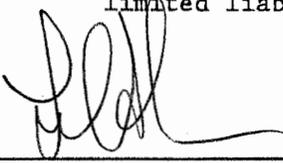
DATE OF COUNCIL APPROVAL:

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this _____ day of _____, 20_____.

OWNERS SAAAM-TROY, LLC, a Michigan
limited liability company

CITY OF TROY

By:



By:

Linden Nelson, Authorized Member
Please Print or Type

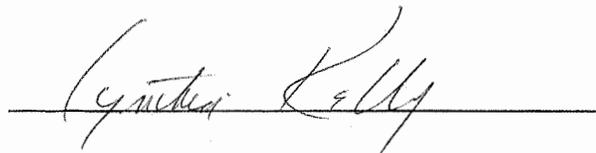
Louise E. Schilling, Mayor

Please Print or Type

Tonni Bartholomew, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 12 day of June, A.D. 2007, before me personally appeared Linden D. Nelson 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: _____
CYNTHIA KELLY
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Jun 13, 2007