



## CITY COUNCIL AGENDA ITEM

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Date: January 15<sup>th</sup>, 2016

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  
Evangel Baptist Church Building Addition - Project No. 15.910.3

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### **History**

Evangel Baptist Church of Troy proposes to develop The Evangel Baptist Church Building Addition located at 2900 Lovington Drive, Troy, MI 48083.

Troy Planning Commission recommended preliminary site plan approval on July 14<sup>th</sup>, 2015.

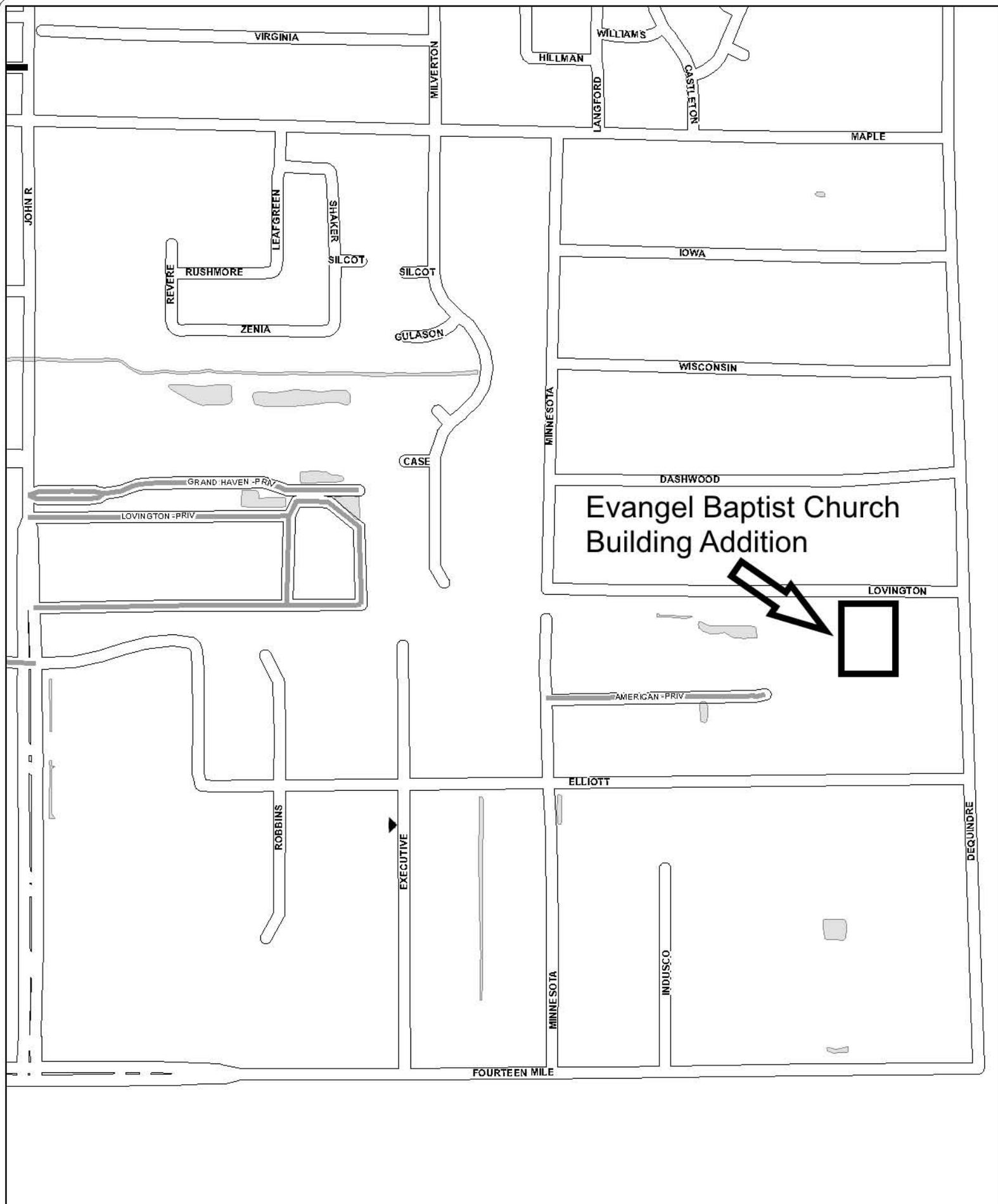
Site grading and utility plans for this development were reviewed and recently approved by the Engineering Department. The plans include municipal improvements which will be constructed by Evangel Baptist Church of Troy on behalf of the City of Troy: including Water Main and Storm Sewer Connections. The required fees and refundable escrow deposits in the form of a Certificate of Deposit and 10% Cash, that will assure completion of the municipal improvements, have been provided by Evangel Baptist Church of Troy (see attached Private Agreement).

### **Financial**

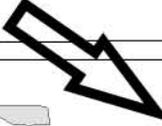
See attached summary of required deposits and fees for this Private Agreement.

### **Recommendation**

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



Evangel Baptist Church  
Building Addition



# City Of Troy

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

Project No.: **15.910.3**

Project Location: **SE 1/4 Section 36**

Resolution No:

Date of Council Approval:

This Contract, made and entered into this **15th** day of **January, 2016** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **Evangel Baptist Church of Troy** whose address is **2900 Lovington Dr., Troy, MI 48083** and whose telephone number is **248-361-6161** hereinafter referred to as "Owners", provides as follows:

**FIRST:** That the City agrees to permit the installation of **Water Main and Storm Sewer Connections** in accordance with plans prepared by **CJP Engineering & Design, LLC** whose address is **28777 Northwestern Hwy, Suite 225, Southfield, MI 48034** and whose telephone number is **248-747-4562** 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 \$ **25,625.00**. This amount will be deposited with the City in the form of (check one):

Cash/Check	<input type="checkbox"/>	} 10% Cash <u>2,563.00</u>
Certificate of Deposit & 10% Cash	<input checked="" 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 \$ **7,563.00**. 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 \$ **3,726.00**. 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)**

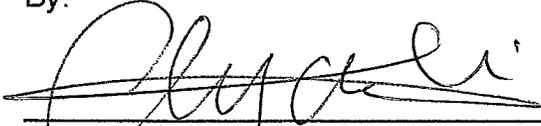
**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed in duplicate on this 15<sup>th</sup> day of January, 2016.

OWNERS

CITY OF TROY

By:

By:

  
\_\_\_\_\_  
AMGAD BESHAI  
Please Print or Type

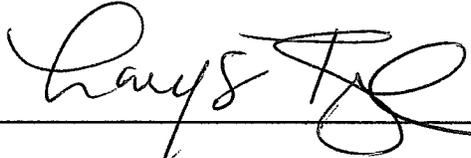
\_\_\_\_\_  
Dane M. Slater, Mayor

\_\_\_\_\_  
Please Print or Type

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

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 15<sup>th</sup> day of January, A.D. 2016, before me personally appeared Amgad Beshai 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

**LARYSA FIGOL**  
Notary Public, Oakland County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires 03/02/2018

My commission expires: \_\_\_\_\_

**Detailed Summary of Required Deposits & Fees**  
**Evangel Baptist Church Building Addition**  
**15.910.3**

**ESCROW DEPOSITS (PUBLIC):**

Storm Sewer Connections	\$2,000
Water Mains	\$23,625
<b>TOTAL ESCROW DEPOSITS (Refundable):</b>	<b><u>\$25,625</u></b>

**CASH FEES (Non-Refundable):**

Engineering Review Fee (Private Improvements)(PA1)	\$2,507
Water Main Testing and Chlorination (PA 2)	\$650
Plan Review and Construction Inspection Fee (Public Improvements) (PA1)	\$2,076
Less Initial Engineering Review Fee (Public & Private)(1.1%)	-\$1,507
<b>TOTAL CASH FEES (Non-Refundable):</b>	<b><u>\$3,726</u></b>

**CASH DEPOSITS (Refundable):**

Street Cleaning/Road Maintenance	\$2,500
Soil Erosion/Sedimentation Control Repair, Replace, or Maintenance	\$2,500
Punchlist & Restoration	\$2,563
<b>TOTAL CASH DEPOSITS (Refundable):</b>	<b><u>\$7,563</u></b>

Total Escrow & Cash Deposits (Refundable):	<b><u>\$33,188</u></b>
Total Cash Fees (Non-Refundable):	<b><u>\$3,726</u></b>

Total Amount: **\$36,914**

**PAID**  
**JAN 15 2016**  
**CITY OF TROY**  
**TREASURER'S OFFICE**



**Certificate of Deposit Receipt**

**ACCOUNT TITLE**  
EVANGEL BAPTIST CHURCH OF TROY

**ACCOUNT NUMBER** 010-007-7475618

**DEPOSIT AMOUNT** \$25,625.00

**TERM** 180 Days

**ISSUE DATE** 01/14/2016

**ADDRESS**

2900 LOVINGTON DR  
TROY, MI 48083-4478  
United States/US Territories

**MATURITY DATE** 07/12/2016

**TYPE OF MATURITY** Automatically Renewable

**TAX PAYER ID NUMBER** XX-XXX6173

**INTEREST RATE** 0.02%

**ACCOUNT PURPOSE** Business

**ANNUAL PERCENTAGE YIELD** 0.02%

**TYPE OF OWNERSHIP** Business

**INTEREST COMPOUNDING** Daily

**ISSUED BY** JPMorgan Chase Bank, N.A. ( 021 )  
Metro Pkwy and Mound  
60  
JACK ROUMIEH  
(586) 264-4498  
01/14/2016

**PAYMENT FREQUENCY** At maturity

**INTEREST PAYMENT METHOD** Capitalize

**THIS ACCOUNT IS NONNEGOTIABLE AND NONTRANSFERABLE.** This receipt is provided solely for your convenience as an initial record of the account terms reflected on the books and records of JPMorgan Chase Bank, N.A. (the Bank), as of the date hereof. It is not an instrument, note or security and is not required to be surrendered to the Bank as a condition for redemption or withdrawal. You acknowledge receipt of the Bank's *Deposit Account Agreement* or other applicable account agreement, which includes all provisions that apply to this deposit account and the Bank Privacy Policy, and agree to be bound by the terms and conditions contained therein as may be amended from time to time.

**Penalty for Early Withdrawal**