



CITY COUNCIL AGENDA ITEM

Date: March 18, 2013

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
Tim Hortons Restaurant - Project No. 12.917.3

History

Proposed Tim Hortons Restaurant is located at SW Corner of John R & Big Beaver Roads.

The Troy Planning Department administratively approved the preliminary site plan on September 28, 2012.

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

Recommendation

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

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

Project No.: **12.917.3**

Project Location: **NE 1/4 Section 26**

Resolution No:

Date of Council Approval:

This Contract, made and entered into this **15th** day of **February, 2013** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **Jonna Properties** whose address is **2360 Orchard Lake Road, Suite 110, Sylvan Lake, MI 48320** and whose telephone number is **(248) 683-7355** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of **Water Main and Sanitary Sewer** in accordance with plans prepared by **Professional Engineering Associates, Inc.** whose address is **2430 Rochester Ct., Suite 100, Troy, MI 48083** and whose telephone number is **(248) 689-9090** 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 \$ **22,471.00**. This amount will be deposited with the City in the form of (check one):

- Cash
- Certificate of Deposit & 10% Cash
- Irrevocable Bank Letter of Credit & 10% Cash
- Check
- Performance Bond & 10% Cash

Refundable cash deposit in the amount of \$ **7,747.00**. This amount will be deposited with the City in the form of (check one):

- Cash
- Check

Non-refundable cash fees in the amount of \$ **2,829.00**. This amount will be paid to the City in the form of (check one):

- Cash
- Check

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 _____ day of _____, 20_____.

OWNERS

CITY OF TROY

By:



By:

Please Print or Type

Dane M. Slater, Mayor

Please Print or Type

M. Aileen Bittner, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 11th day of March, A.D. 20 13, before me personally appeared LAITH JONNA 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: 10-14-16

JANET M PARSONS
Notary Public, State of Michigan
County of Oakland
My Commission Expires 10-14-2016
Acting In the County of Oakland

