



CITY COUNCIL ACTION REPORT

September 15, 2008

TO: Phillip L. Nelson, City Manager

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

SUBJECT: Agenda Item - Private Agreement for Crestwood Phase II Site Condominiums
Project No. 07.940.3

Background:

- The Planning Commission granted preliminary site plan approval for the above referenced project on 10/09/2007. The Engineering Department has reviewed the plans for this project and recommends approval. The plans include sanitary sewer, water main, storm sewer, detention, paving, sidewalks, landscaping 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 III of the City of Troy 2008-2010 Goals & Objectives policy (Troy is rebuilding for a healthy economy reflecting the values of a unique community in a changing and interconnected world).

Options:

- Council can approve or deny the recommendation.

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

Prepared by: G. Scott Finlay, PE

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

Project No.: **07.940.3**

Project Location: **SW 1/4 Section 15**

Resolution No: _____

Date of Council Approval: _____

This Contract, made and entered into this ____ day of _____, 20__ by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and R.W.T. Building L.L.C. whose address is 4535 Homesite, Orion, MI 48359 and whose telephone number is 248-521-2086 hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of Sanitary Sewer, Water Main, Storm Sewer, Detention, Road Paving, Sidewalks, Landscaping and Soil Erosion Controls in accordance with plans prepared by Nowak & Fraus whose address is 46777 Woodward Ave., Pontiac, MI 48099 and whose telephone number is 248-332-7931 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 \$ 91,510.00. This amount will be deposited with the City in the form of (check one):

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

Refundable cash deposit in the amount of \$ 50,109.00. This amount will be deposited with the City in the form of (check one):

- | | | | |
|------|-------------------------------------|-------|--------------------------|
| Cash | <input checked="" type="checkbox"/> | Check | <input type="checkbox"/> |
|------|-------------------------------------|-------|--------------------------|

Non-refundable cash fees in the amount of \$ 12,494.00. This amount will be paid to the City in the form of (check one):

- | | | | |
|------|-------------------------------------|-------|--------------------------|
| Cash | <input checked="" type="checkbox"/> | Check | <input type="checkbox"/> |
|------|-------------------------------------|-------|--------------------------|

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.

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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.

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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: *Murray Deagle*

By:

MURRAY DEAGLE

Please Print or Type

Louise E. Schilling, Mayor

Please Print or Type

Tonni Bartholomew, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 5th day of Sept., A.D. 2008, before me personally appeared Murray Deagle 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.

Laurel Nottage

LAUREL NOTTAGE
NOTARY PUBLIC, Oakland County, Michigan

Acting in Oakland County

My commission expires: 10-12-11

Detailed Summary of Required Deposits & Fees
Crestwood Site Condominium - Phase II, Project No.07.940.3
4 Units - Section 15

ESCROW DEPOSITS or PERFORMANCE BOND:

Sanitary Sewers	\$11,390
Water Mains	\$9,120
Rear Yard Drains	\$7,070
Pavement - CONCRETE	\$25,725
Grading	\$25,000
Detention Basin	Existing
Monuments and Lot Corner Irons	\$455
Sidewalks - ON SITE	\$6,750
Deposit for the Repair of Damage to Existing Public Streets Used for Access	\$6,000

TOTAL ESCROW DEPOSITS or PERFORMANCE BOND (REFUNDABLE): \$91,510

(Circle One)

CASH FEES (NON-REFUNDABLE):

Water Main Testing and Chlorination (PA2)	\$650
Street Name and Traffic Signs (SUB 4)	\$159
Soil Erosion and Sedimentation Control Permits (SUB 10)	\$2,900
Testing Services (SUB 11)	\$1,373
Engineering Review and Inspection (PA 1)	\$7,412

(PA 3) TOTAL CASH FEES (NON-REFUNDABLE): \$12,494

CASH DEPOSITS (REFUNDABLE):

Vegetated Bio-Swale	\$34,800
Deposit for Maintenance & Cleaning of Ex. Public Streets Used for Access	\$2,000
Landscape Deposit	\$2,023
Punchlist & Restoration Deposit	\$10,786
Deposit for Repair, Replacement or Maintenance of SESC	\$500

(PA 3) TOTAL CASH DEPOSITS (REFUNDABLE): \$50,109

Stormwater detention for this development will be provided by:
Existing Public Pond Constructed with Phase I

Engineer: Nowak & Fraus
Developer: RWT Bdlg. LLC