

July 11, 2005

TO: John Szerlag, City Manager

FROM: Brian Murphy, Assistant City Manager/Services  
Steven Vandette, City Engineer *SV*

SUBJECT: Agenda Item - Private Agreement for Crooks Retail II  
Project No. 04.945.3

The Engineering Department has reviewed and approved plans for this project, which includes sanitary sewer, water main, storm sewer, detention, sidewalks, paving and soil erosion.

The Owner has provided a letter of credit for escrow and cash fees in the amount of the estimated cost of public improvements, as required.

Approval is recommended.

Prepared by: G. Scott Finlay  
Civil Engineer

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

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Enclosed Private Agreement, Detailed Summary, Sketch

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

PROJECT NO. 04.945.3

PROJECT LOCATION:

SE 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 **Crooks\Wilshire Associates LLC** whose address is **6960 Orchard Lake Road, Suite 234, West Bloomfield, MI 48322** and whose telephone number is **(248) 932-4100** hereinafter referred to as "Owners".

**WITNESSETH, FIRST:** That the City agrees to allow the installation of **Sanitary Sewer, Water Main, Detention and Soil Erosion** in accordance with plans prepared by **SSOE, Inc. Architects Engineers** whose address is **1050 Wilshire, Troy, MI 48084** and whose telephone number is **248-643-6222** 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 **\$161,343.50**. This amount will be transmitted to the City Clerk for installation of said improvements in the form of (check one):

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

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 contribute the following cash fees:

* Plan Review and Construction Inspection Fee (Public Improvements)	\$	13,068.82
Engineering Review Fee (Private Improvements)	\$	3,887.27
Water Main Testing Fee	\$	650.00
Street Cleaning/Road Maintenance (Refundable)	\$	2,000.00
Soil Erosion	\$	601.41
<b>TOTAL:</b>	<b>\$</b>	<b>\$20,207.50</b>

\* 8.1% (.081) of approximate contract price

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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 \$ 181,551.00 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)

PROJECT NO. 04.945.3

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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 8th day of July, 2005.

OWNERS

CITY OF TROY

By:

By:

Harvey Weiss

\_\_\_\_\_

Please Print or Type Harvey Weiss

Louise E. Schilling, Mayor

\_\_\_\_\_

Please Print or Type

\_\_\_\_\_

Tonni Bartholomew, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 8th day of July, A.D. 2005, before me personally appeared Harvey Weiss 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.

Karen M. Pittman

KAREN M. PITTMAN  
NOTARY PUBLIC MACOMB CO., MI  
MY COMMISSION EXPIRES Dec 20, 2008  
ACTING IN OAKLAND COUNTY, MI

NOTARY PUBLIC, Oakland County, Michigan

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

DETAILED SUMMARY OF REQUIRED ESCROW DEPOSITS AND CASH FEES  
PRIVATE AGREEMENT FOR CROOKS RETAIL II  
PROJECT NO. 04.945.3

The estimated costs of public improvements for the aforementioned project are as follows:

**Escrow Deposits:**

<b>Sanitary Sewer</b>	<b>18,082.00</b>
<b>Water Main</b>	<b>23,230.00</b>
<b>Storm / Detention</b>	<b>114,831.50</b>
<b>Soil Erosion</b>	<b>4,200.00</b>

**Total Escrow Deposits:** (letter of credit) **\$ 161,343.50**

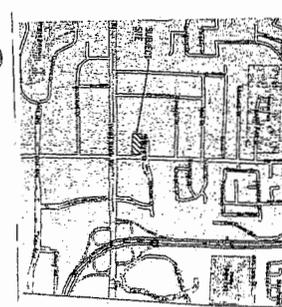
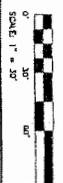
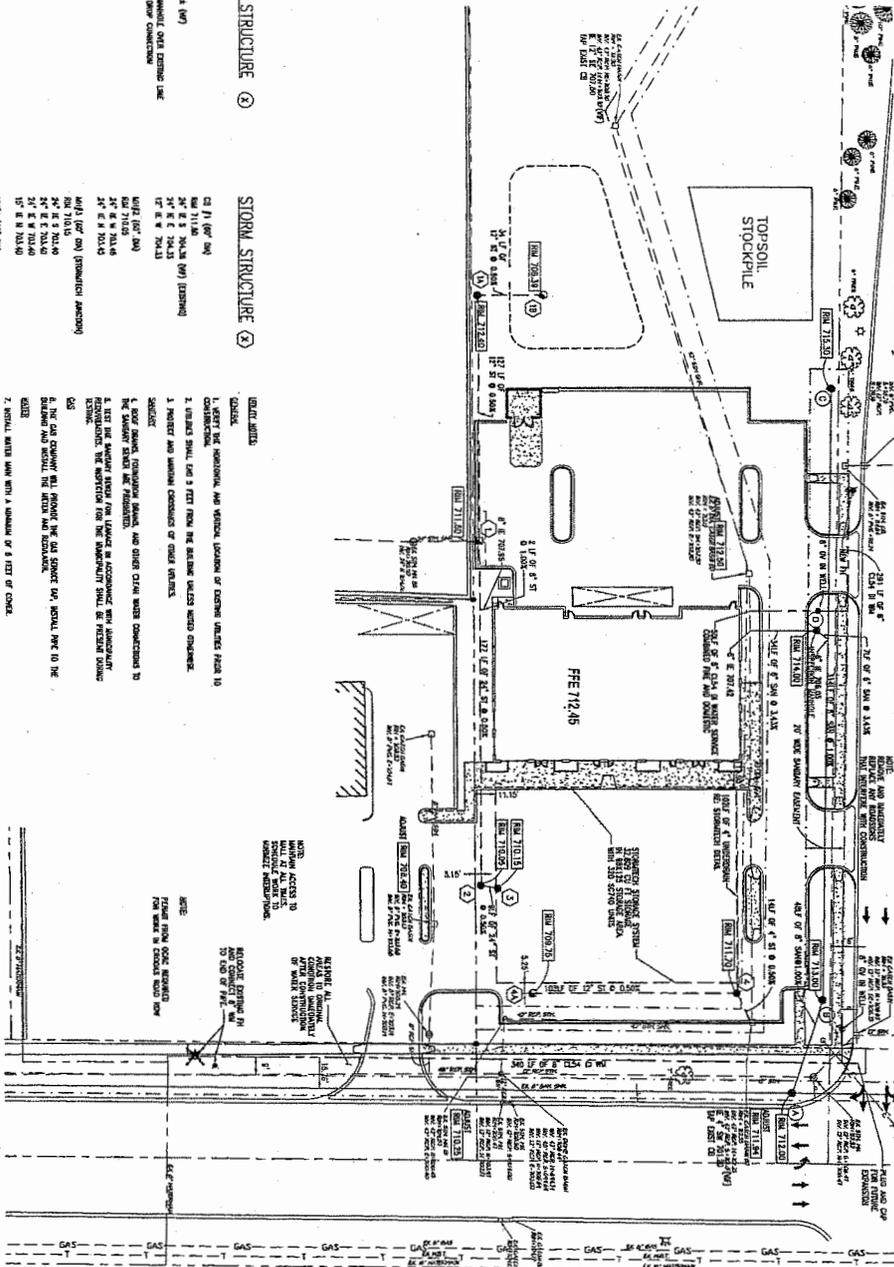
**Cash Fees:**

Review & Inspection	\$13,068.82
Engineering Review	3,887.27
Water Main Testing Fee	650.00
Street Cleaning/Road Maintenance	2,000.00
Soil Erosion	<u>601.41</u>

**Total Cash Fees:** (check) **\$ 20,207.50**

- SANITARY STRUCTURE (X)**
- 1. 12" DIA. CONCRETE PIPE (CCP) WITH A MINIMUM SLOPE OF 0.25%
  - 2. 12" DIA. CONCRETE MANHOLE (CMH) WITH A MINIMUM SLOPE OF 0.25%
  - 3. 12" DIA. CONCRETE MANHOLE (CMH) WITH A MINIMUM SLOPE OF 0.25%
  - 4. 12" DIA. CONCRETE MANHOLE (CMH) WITH A MINIMUM SLOPE OF 0.25%
  - 5. 12" DIA. CONCRETE MANHOLE (CMH) WITH A MINIMUM SLOPE OF 0.25%
  - 6. 12" DIA. CONCRETE MANHOLE (CMH) WITH A MINIMUM SLOPE OF 0.25%
  - 7. 12" DIA. CONCRETE MANHOLE (CMH) WITH A MINIMUM SLOPE OF 0.25%
  - 8. 12" DIA. CONCRETE MANHOLE (CMH) WITH A MINIMUM SLOPE OF 0.25%
  - 9. 12" DIA. CONCRETE MANHOLE (CMH) WITH A MINIMUM SLOPE OF 0.25%
  - 10. 12" DIA. CONCRETE MANHOLE (CMH) WITH A MINIMUM SLOPE OF 0.25%
  - 11. 12" DIA. CONCRETE MANHOLE (CMH) WITH A MINIMUM SLOPE OF 0.25%
  - 12. 12" DIA. CONCRETE MANHOLE (CMH) WITH A MINIMUM SLOPE OF 0.25%
- STORM STRUCTURE (X)**
- 1. 18" DIA. CONCRETE PIPE (CCP) WITH A MINIMUM SLOPE OF 0.25%
  - 2. 18" DIA. CONCRETE MANHOLE (CMH) WITH A MINIMUM SLOPE OF 0.25%
  - 3. 18" DIA. CONCRETE MANHOLE (CMH) WITH A MINIMUM SLOPE OF 0.25%
  - 4. 18" DIA. CONCRETE MANHOLE (CMH) WITH A MINIMUM SLOPE OF 0.25%
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  - 12. 18" DIA. CONCRETE MANHOLE (CMH) WITH A MINIMUM SLOPE OF 0.25%

- NOTES:**
1. VERIFY THE CONDITIONS AND VERTICAL ALIGNMENT OF EXISTING UTILITY FROM 10' TO 20' DEPTH.
  2. VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND RECORD THEM.
  3. PROTECT AND MAINTAIN EXISTING UTILITIES.
  4. VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND RECORD THEM.
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  12. VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND RECORD THEM.



**C-400**

SSOE, INC.  
ARCHITECTS ENGINEERS PLANNERS  
1050 WILSHIRE DR. - SUITE #260  
TROY, MICHIGAN 48064 TEL 248-643-8322

DATE: 10/20/2014  
SCALE: 1"=20'  
SHEET NO.:

**UTILITY PLAN**

OWNER: WEISS PROPERTIES, LLC  
PROPOSED OFFICE/RESTAURANT SITE  
CROOKS ROAD  
TROY, MI

DESIGNED BY: KOENIG  
CHECKED BY: KOENIG  
DATE: 10/20/2014

NO.	DATE	REVISION OR ISSUE	SUBJECT
05-11-2005		PERMIT ISSUE	
04-20-2005		CITY REVIEW COMMENTS	
03-25-2005		CITY REVIEW COMMENTS	
02-16-2005		PERMIT/OWNER REVIEW	

