



## CITY COUNCIL ACTION REPORT

March 23, 2009

TO: Phillip L. Nelson, City Manager

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

SUBJECT: Private Agreement for 1401 Crooks – Phase I  
Project No. 08.928.3

### Background:

- The Planning Commission granted preliminary site plan approval for the above referenced project on January 13, 2009. The Engineering Department has reviewed the plans for this project and recommends approval. The plans include water main and storm sewer improvements. The site is located in the NE ¼ of section 32.

### 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:

- 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

**Detailed Summary of Required Deposits & Fees**  
**1401 Crooks - Phase 1**  
**08.928.3**

<b><u>TOTAL ESCROW DEPOSITS (Refundable):</u></b>	<u>\$20,107</u>
<b><u>CASH FEES (Non-Refundable):</u></b>	
Water Main Testing and Chlorination	<u>\$650</u>
Engineering Review Fee (Private Improvements)	<u>\$7,407</u>
Plan Review and Construction Inspection Fee (Public Improvements)	<u>\$1,629</u>
Soil Erosion & Sedimentation Control Permit Fee	<u>\$1,200</u>
Total Non-Refundable Cash Fees:	<u>\$10,886</u>
<b><u>CASH DEPOSITS (Refundable):</u></b>	
Street Cleaning/Road Maintenance	<u>\$2,500</u>

# City Of Troy

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

Project No.: 08.928.3

Project Location: NE 1/4 Section 32

Resolution No: \_\_\_\_\_

Date of Council Approval: \_\_\_\_\_

This Contract, made and entered into this 19<sup>th</sup> day of March, 2009 by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and 1401 Troy Associates Limited Partnership whose address is 29100 Northwestern Highway, Suite 200, Southfield, MI 48304 and whose telephone number is (248) 358-0800 hereinafter referred to as "Owners", provides as follows:

**FIRST:** That the City agrees to permit the installation of Water Main and Storm Sewer in accordance with plans prepared by Professional Engineering Associates, Inc. whose address is 2430 Rochester Court, Suite 100, Troy, MI 48083-1872 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 \$20,107.00. This amount will be deposited with the City in the form of (check one):

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

Refundable cash deposit in the amount of \$2,500.00. 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 \$10,886.00. 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 19<sup>th</sup> day of March, 2009.

OWNERS

CITY OF TROY

By:

By:



Douglas M. Etkin  
Please Print or Type

Louise E. Schilling, Mayor

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

Tonni Bartholomew, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 19<sup>th</sup> day of MARCH, A.D. 2008, before me personally appeared DOUGLAS M. ETKIN 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: Nov-24-2011

HELEN NICHOLS  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Nov. 24, 2011  
Acting in the County of OAKLAND