



CITY COUNCIL ACTION REPORT

July 8, 2010

TO: John Szerlag, City Manager

FROM: Mark F. Miller, Acting Assistant City Manager/Economic Development Services
Steven J. Vandette, City Engineer *SV*

SUBJECT: Private Agreement for Our Credit Union
Project No. 10.904.3

Background:

- The Planning Commission granted preliminary site plan approval for the above referenced project on February 9, 2010. The Engineering Department has reviewed the plans for this project and recommends approval. The plans include Water Main, Sanitary Manhole, Concrete Approach and Sidewalk, and Storm Water Pre-Treatment Structure. The site is located at the NW corner of Rochester Road and Lovell Street, section 3.

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

Prepared by: Antonio Cicchetti, PE
G:\Projects\Projects - 2010\10.904.3 - Our Credit Union - 6693 Rochester

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

Project No.: **10.904.3**

Project Location: **NE 1/4 Section 3**

Resolution No:

Date of Council Approval:

This Contract, made and entered into this 6th day of July, 2010 by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and GJ Perelli Company whose address is 222 East Merrill, Suite 101, Birmingham, MI 48009 and whose telephone number is 248-646-1717 hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of Water Main, Sanitary Manhole, Concrete Approach and Sidewalk, and Storm Water Pre-Treatment Structure in accordance with plans prepared by Apex Engineering Group Inc. whose address is 560 Whims Lane, Rochester, MI 48306 and whose telephone number is 586-876-3947 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 \$ 50,211.00. This amount will be deposited with the City in the form of (check one):

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

Refundable cash deposit in the amount of \$ 10,521.00. This amount will be deposited with the City in the form of (check one):

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

Non-refundable cash fees in the amount of \$ 6,573.00. This amount will be paid to the City in the form of (check one):

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

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:

[Handwritten Signature]
THOMAS P ZAMBERLAN, PRESIDENT
CEO

Louise E. Schilling, Mayor

Please Print or Type

Please Print or Type

Tonni Bartholomew, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 6th day of July, A.D. 2010, before me personally appeared Thomas Zamberlan 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.

Jennifer Cobb

NOTARY PUBLIC, Oakland County, Michigan

My commission expires: Oct 7, 2010

JENNIFER COBB
Notary Public, State of Michigan
County of Oakland
My Commission Expires Oct. 7, 2010
Acting in the County of Oakland

Detailed Summary of Required Deposits & Fees
Our Credit Union
10.904.3

ESCROW DEPOSITS (PUBLIC):

Sanitary Sewers	\$3,000
Water Mains	\$10,550
Paving	\$17,091
Sidewalks	\$5,130
Storm Improvements	\$6,440
Excavation for Flood Plain at Dennis Powers Drain	\$3,000
Underground Pre-Treatment Storm Water Structure	\$5,000
TOTAL ESCROW DEPOSITS (Refundable):	<u>\$50,211</u>

CASH FEES (Non-Refundable):

Engineering Review Fee (Private Improvements)(PA1)	\$2,343
Water Main Testing and Chlorination (PA 2)	\$650
Plan Review and Construction Inspection Fee (Public Improvements) (PA1)	\$4,067 406
Soil Erosion/Sedimentation Control Commercial Permit Fee (SUB 10)	\$400
Soil Erosion/Sedimentation Control Commercial Inspection Fee (SUB 10)	\$500
Less Initial Engineering Review Fee (Public & Private)(1.1%)	-\$1,386
TOTAL CASH FEES (Non-Refundable):	<i>check # 209470</i> <u>\$6,573</u>

CASH DEPOSITS (Refundable):

Street Cleaning/Road Maintenance	\$5,000
Soil Erosion/Sedimentation Control Repair, Replace, or Maintenance	\$500
Punchlist & Restoration	\$5,021
TOTAL CASH DEPOSITS (Refundable):	<u>\$10,521</u>

Total Escrow & Cash Deposits (Refundable):	<i>CK# 209468</i> <u>\$60,732</u>
Total Cash Fees (Non-Refundable):	<u>\$6,573</u>
Total Amount:	<u>\$67,305</u>

PAID
JUL - 6 2010
CITY OF TROY
TREASURER'S OFFICE