



CITY COUNCIL AGENDA ITEM

Date: December 10, 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
Big Beaver Center PUD 4 – Residential - Project No. 13.908.3

History

AF Jonna Development Company's proposed Big Beaver Center PUD 4 is located at the northeast corner of Big Beaver and Alpine.

Troy Planning Commission recommended preliminary site plan approval on August 14, 2012 and City Council granted preliminary site plan approval on September 24, 2012.

This Private Agreement is for the single family residential development associated with the PUD. The commercial development phase has been completed.

Site grading and utility plans for this development were reviewed and recently approved by the Engineering Department. The plans include municipal improvements; sanitary sewer, storm sewer, water main, paving, sidewalks, soil erosion control measures, and landscaping, which will be constructed by the owner/developer on behalf of the City of Troy. The required fees and escrow deposits that will assure completion of the municipal improvements have been provided by the owner/developer.

Financial

See attached summary of required deposits and fees for this 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.: **13.908.63**

Project Location: **Southeast 1/4 Section 20**

Resolution No: **Resolution Number**

Date of Council Approval: **Council Approval Date**

This Contract, made and entered into this **25th** day of **November, 2013** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **Big Beaver Center, LLC** whose address is **4036 Telegraph, Suite 201, Bloomfield Hills, MI 48302** and whose telephone number is **248-593-6200** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of sanitary sewer, storm sewer, water main, paving, sidewalks, soil erosion and landscaping in accordance with plans prepared by Civil Engineering Solutions, Inc. whose address is P.O Box 207, Attica, MI 48412 and whose telephone number is 586-484-7449 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 \$ **323,478.00**. 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 \$ **53,702.00**. This amount will be deposited with the City in the form of (check one):

Cash	<input type="checkbox"/>	Check	<input type="checkbox"/>
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Non-refundable cash fees in the amount of \$ **26,638.00**. This amount will be paid to the City in the form of (check one):

Cash	<input type="checkbox"/>	Check	<input 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.

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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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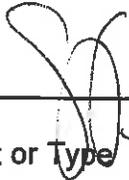
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this 9 day of December, 2013.

OWNERS

CITY OF TROY

By:

By:



Please Print or Type

Scott Junna

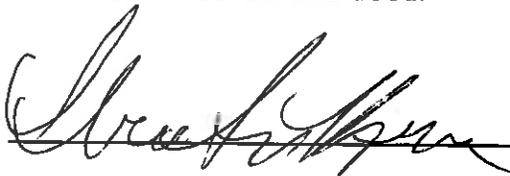
Dane M. Slater, Mayor

Please Print or Type

M. Aileen Bittner, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 9th day of December, A.D. 2013, before me personally appeared SCOTT JUNNA 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: _____



Detailed Summary of Required Deposits & Fees
Alpine Meadows
16 Units - Section 20

ESCROW DEPOSITS or PERFORMANCE BOND:

Sanitary Sewers	\$56,360
Water Mains	\$45,080
Storm Sewers	\$30,315
Rear Yard Drains	\$100,000
Pavement - 9 Inch HMA with Conc. Curb & Gutter	\$71,533
Monuments and Lot Corner Irons	\$690
Sidewalks - OFF SITE	\$9,900
Deposit for the Repair of Damage to Existing Public Streets Used for Access	\$9,600
TOTAL ESCROW DEPOSITS or PERFORMANCE BOND & 10% CASH (REFUNDABLE):	\$323,478

CASH FEES (NON-REFUNDABLE):

Water Main Testing and Chlorination (PA2)	\$650
Street Name and Traffic Signs (SUB 4)	\$809
Testing Services (SUB 11)	\$4,852
Engineering Review and Inspection (PA 1)	\$23,711
Less Initial Engineering Review Fee (Public & Private)(1.1%)	-\$3,384
(PA 3) TOTAL CASH FEES (NON-REFUNDABLE):	\$26,638

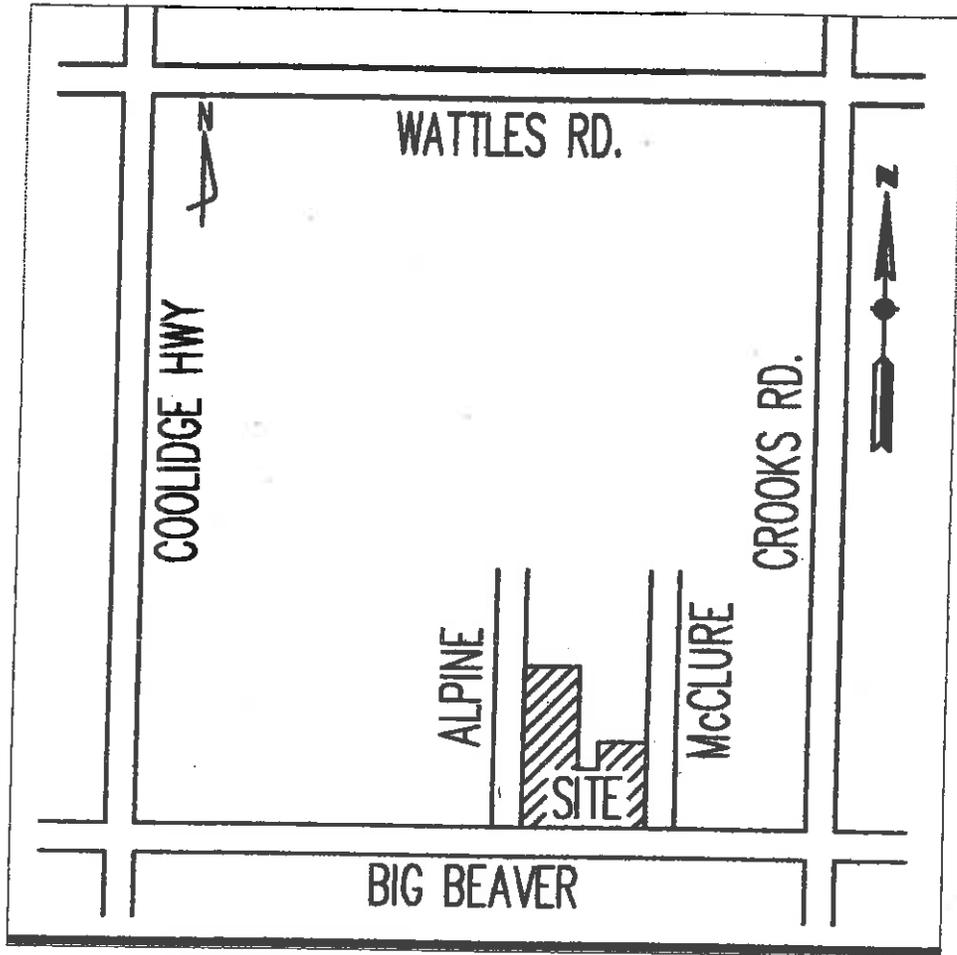
CASH DEPOSITS (REFUNDABLE):

Sidewalk Closures	\$324
Deposit for Maintenance & Cleaning of Ex. Public Streets Used for Access	\$3,200
Landscape Deposit	\$13,388
Punchlist & Restoration Deposit	\$34,790
Deposit for Repair, Replacement or Maintenance of SESC	\$2,000
(PA 3) TOTAL CASH DEPOSITS (REFUNDABLE):	\$53,702

****Separate Checks are Required for Refundable and Non-Refundable****

Stormwater detention for this development will be provided by:
Offsite Private Underground System
Engineer: Civil Engineering Solutions
Developer: Big Beaver Center LLC

PAID
DEC 10 2013
CITY OF TROY
TREASURER'S OFFICE



LOCATION MAP

NOT TO SCALE